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CURRENT TOPICS.

WE PRINT elsewhere a set of draft rules under the Law of Distress (Amendment) Act, 1888. Under that Act and the Rules of 1888 a bailiff's distress certificate may be special or general. It is now proposed to restrict the granting of general certificates to persons who are resident or have their principal place of business in the district of the county court to which the application is made, and though under rule 4 of the Rules of 1888 a general certificate authorizes the bailiff named in it to levy at any place in England or Wales, rule 4 of the proposed rules requires the certificate to be endorsed by the registrar of the court of any foreign district before it is available there. By the Law of Distress Amendment Act, 1895, the power to make rules under the Act of 1888 has been extended to the making of provision for fixing the duration of certificates. Accordingly rule 2 of the draft rules makes general certificates terminate on the 1st of February next after the expiration of twelve months from the date of the grant, though they may be renewed from time to time for the like period. The fee on renewal is to be 2s. 6d.

A DRAFT rule under the Bankruptcy Act, 1883, has been issued pursuant to the Rules Publication Act, 1893, and is printed in another column. Rule 271 of the Bankruptcy Rules, 1886, provided that where any debtor or creditor was a lunatic not so found by inquisition, the court might appoint a person to do any act required by the Act or rules to be done by such debtor or creditor. This rule is to be annulled and to be replaced by a new rule dealing in greater detail with the same subject. In a clause which would seem to require some re-drafting to make it intelligible, the court is empowered to appoint a person "to appear for, represent, or act for, and in the name of the lunatic, either generally, or in or for the purpose of any particular application or proceeding, or the exercise of any particular rights or powers which under the Acts and rules the lunatic might have exercised if he had been of sound mind." Provision is made as to persons who may apply for an appointment under the rule, and the mode in which the application is to be made. Where the application is made by some person other than the official receiver it is to be supported by an affidavit of a duly registered medical practitioner as to the physical and mental condition of the lunatic; but where by the official receiver, his report is to be *prima facie* evidence of the facts as to the lunatic therein stated. It would probably, however, be safer to require direct medical evidence in this case as well.

THE ANNUAL provincial meeting of the Incorporated Law Society will be held at Liverpool on the 9th and 10th of October. On the evening of the 8th the lord mayor and lady mayoress of Liverpool will receive the members at a conversazione in the

town hall. On the morning of the 9th, at 11, the lord mayor will welcome the Society for the third time to Liverpool, after which Mr. J. W. BUDD will deliver his presidential address. At the conclusion of the address, invitations for the next place of meeting will be received, and it is possible that the claims of Sheffield will this year be recognized, although we have no doubt that Birmingham will again repeat the invitation which has been given for some three or four successive years. When this matter has been amicably settled, the reading and discussion of papers will be proceeded with until luncheon-time. If the usual course of proceedings is followed, after the president's address, the majority of the members will mysteriously disappear, but as if by magic they will re-appear at the luncheon, and will not be seen again until they re-assemble for the banquet which will be held on the evening of the first day, when Mr. C. H. MORTON, the president of the Liverpool Law Society, will occupy the chair. At 10 a.m. on the 10th, the general meeting of the Solicitors' Benevolent Association will be held, after which the ordinary business of reading and discussing papers will be proceeded with. At 4.30 p.m., after a series of votes of thanks, the meeting comes to a close. In the evening the members will have the opportunity of seeing Mr. and Mrs. KENDAL in the "Scrap of Paper" or Mr. GEORGE ALEXANDER in "Liberty Hall." On the morning of Friday there will be excursions to Eaton Hall, Hawarden, Knowsley Hall, and by steamer on the Mersey and round the Welsh coast as far as Llandudno, if the weather should be fine.

A TRUSTEE is required at his own peril to follow the directions laid down for his guidance in the instrument of trust; and in any legislation that may be proposed for the relief of trustees it will probably be found difficult to relax this requirement. On the other hand, the author of the trust frequently prefers to rely in some points on the discretion of the trustees, and it is important that the courts should not, upon ideas of their own or of the old Court of Chancery, as to the proper management of trust property, go out of their way to fetter such discretion. The question has at various times arisen over the discretion to postpone the conversion of the estate. Ordinarily it is the duty of the trustees under a trust for sale and conversion to realize the property as speedily as convenient, and the tenant for life is (in the absence of any direction to the contrary) only entitled to income on the footing that the conversion has taken place; and, even though the testator may allow conversion to be postponed, yet it does not necessarily follow that the tenant for life is to have the benefit of the postponement (*Brown v. Gellatly*, L. R. 2 Ch. App. 751). Where, however, the testator at once authorizes postponement and directs that the income pending conversion shall go in the same manner as the income to arise from the proceeds of conversion, there would seem to be no doubt either as to the power of the trustees or the rights of the tenant for life. It rests entirely with the trustees when they shall realize the estate, and until it is realized the tenant for life takes the actual income. But in *Re Chancellor* (26 Ch. D. 42) the Court of Appeal showed a strong inclination to whittle down the trustee's discretion. In that case there was no reference in the trust for conversion to the nature of the testator's estate, which, in fact, consisted chiefly of a business. The court could hardly help allowing that the trustees had some discretion to postpone conversion, with a corresponding power to carry on the business until conversion, but it was intimated that the postponement must be limited to a "reasonable period." The trustees, said COTTON, L.J., had power to postpone the sale of the business, "not for the purpose of carrying it on to make profits, but to carry it on for such a reasonable period as would enable them to sell it profitably as a going concern." This, however, is a limitation not to be found in the instrument of trust, and in the recent case of *Re Crowther* (43 W. R. 571) CHITTY, J., taking advantage of the fact that the question did not really arise in *Re Chancellor*, followed at once his own opinion and the natural meaning of the will, and held the discretion to be unfettered. To limit the period for conversion to some other period than that marked out by the trustees' own views of expediency would, he said, be "inventing a trap to catch unwary trustees."

ALTHOUGH there have been a considerable number of reported decisions as to the liability of an agent who enters into a contract on behalf of a foreign principal, there is none which clearly sums up the law and defines the extent to which the rule laid down by BLACKBURN, J., in the well-known case of *Armstrong v. Stokes* (21 W. R. 52, L. R. 7 Q. B. 598) is to be applied. The consequence is that actions are constantly commenced against agents who have entered into such contracts under the impression that it was decided by that case that an agent so contracting can always be held personally liable. That this is a misapprehension of the law is apparent from the consideration of decisions prior and subsequent to that in *Armstrong v. Stokes*. Thus in 1854, in the case of *Mahony v. Kekulé* (14 Q. B. 390), where a contract was entered into by an agent on behalf of a named foreign principal, and was signed by him as agent for that principal, it was held that the agent was not liable, and in the course of the argument JERVIS, C.J., said that "in every case it is a question of intention. If that be left in doubt, the circumstance of its being a foreign contract may be looked at." In 1856 the above decision was followed in the case of *Green v. Kopke* (18 C. B. 549), where the circumstances were very similar. In *Armstrong v. Stokes* (*ubi supra*), decided in 1872, the contract was, in fact, made by an agent on behalf of a foreign principal, but this was not disclosed either in the body of the contract or by the signature, and it was with reference to these circumstances that BLACKBURN, J., laid it down as almost a rule of law that a foreign constituent does not give the commission merchant authority to pledge his credit. This case was followed in 1873 in *Elbinger Actien-Gesellschaft v. Clays* (L. R. 8 Q. B. 313), where again the contract did not disclose the foreign principal, and has been quoted with approval in other cases (see *Kalterbach v. Lewis*, 10 App. Cas. at p. 627). In 1875 it was decided in *Gadd v. Houghton* (27 W. R. 975, 1 Ex. Div. 357) that the defendants were not liable upon a sold note in the following form:—"We have sold you on account of James Morand, of Valencia, 200 cases," &c., and signed Houghton & Co.; and disapproval was expressed of the decision in *Paice v. Walker* (L. R. 5 Ex. 173), to the effect that, where an agent signs a contract in his own name, he will be liable, although his principal is clearly disclosed in the body of the contract. It will be observed that in *Gadd v. Houghton* the principal was a foreigner, but it does not seem even to have been contended that this circumstance alone was sufficient to make the agents liable. Lastly in two very recent cases—viz., *Hahn v. North German Petroleum Co.* (8 Times L. R. 557) and *Glover v. Langford* (8 Times L. R. 628) the decision in *Gadd v. Houghton* was followed. In the former of these cases the contract was signed by the defendants as agents, and the principals were also disclosed in the body of the contract; in the latter the principals were disclosed in the body of the contract, but the defendant signed in his own name. The true result of the decisions seems, therefore, to be this:—(1.) Where a contract is entered into by an agent on behalf of an undisclosed foreign principal there is a presumption of law that the agent had not authority to pledge his principal's credit, and the agent will, therefore, be personally liable; (2.) Where the contract discloses the name of the foreign principal, it must be construed in the same way as if the principal were not a foreigner, and if the intention to contract as agent only on behalf of another is clear, the agent will not be liable; (3.) It is immaterial whether this intention be gathered from the body of the contract, or from the signature, or from both.

TO URBAN authorities and all those who have business transactions with them, the decision in the case of *The British Insulated Wire Co. (Limited) v. The Prescot Urban District Council* (*ante*, p. 691) is of the utmost importance, as it shows that in every contract made by an urban authority under the Public Health Act, 1875, a penalty must be specified which is to be paid for the non-performance of the contract, and that if there be no such penalty clause the contract is absolutely void. The case arose in this way: the plaintiffs had, in 1892, entered into an agreement with the Prescot Local Board (the urban authority, and the predecessors of the defendants, who were brought into existence by the Local Government Act, 1894) for the supply of electric light for places within the district of the board. The plaintiffs supplied the light under the contract, and

had been in part paid by the defendants for the light so supplied. A balance remained due, for which they brought an action, and it then appeared that the agreement sued upon contained no penalty clause, and specified no pecuniary penalty to be paid in case the contract was not duly performed. The question whether this omission of a penalty clause was fatal to the plaintiff's claim depended on the construction to be placed on section 174, sub-section 2 of the Public Health Act, 1875 (38 & 39 Vict. c. 55). That section provides that "with respect to contracts made by an urban authority under this Act, the following regulations shall be observed, . . . (2) Every such contract shall specify" the work to be done, the price to be paid, &c., and "shall specify some pecuniary penalty to be paid in case the terms of the contract are not duly performed." There can be no doubt on the construction of this section that the court were warranted in coming to the conclusion that the omission of the penalty clause was fatal to the validity of the contract. The section begins, "The following regulations shall be observed," and goes on, "every such contract," that is, every contract made by an urban authority under the Act, "shall specify" the particulars of the contract and "shall specify some pecuniary penalty," &c. Here the words used are imperative and not directory, and the consideration of the whole section shows that the intention of the statute was that all these provisions should be obligatory. It will be observed that the urban authority in the present instance adopted the contract, and took the benefit and advantage of it for some years and made payments under it, and yet they have been held justified—so far as the law is concerned—in refusing to pay the balance of the money due for the light which they actually received from the plaintiffs. That is, no doubt, a hardship on the plaintiffs, and it is satisfactory to find that when the case came before the Court of Appeal on the 10th of August, it was stated that a compromise had been effected, and that the defendant authority were willing to pay the arrears inasmuch as the Local Government Board had finally agreed to sanction the payment. The case is really covered by the authority of *Young & Co. v. The Mayor of Royal Leamington Spa* (31 W. R. 925, 8 App. Cas. 517), where upon the same section—section 174—it was held by the House of Lords, affirming the decision of the Court of Appeal and the Divisional Court, that the words of the first sub-section, requiring every contract made with an urban authority above £50 in value to be sealed with the common seal, were obligatory and not directory merely, and applied to an executed contract of which the urban authority had had the full benefit.

It has sometimes been suggested that the bailee of goods should be able to sue for damage done through the negligence of a stranger, whether he is or is not liable to the bailor for the safe custody of the goods. If he has no valuable interest in the goods himself, he would hold the amount recovered as trustee for the bailor, while if he had an interest, this would have to be provided for, and only the balance would go to the bailor. But this view is opposed to the current of the early cases, which make the right of the bailee to recover depend upon his being chargeable to the bailor (Beven on Negligence, II, 887), and it was very emphatically rejected by the Divisional Court (HAWKINS & WILLS, JJ.) in *Claridge v. South Staffordshire Tramway Co* (1892, 1 Q.B. 422). "It has been argued," said WILLS, J., "that the bailee may recover as trustee for the bailor; but for that proposition there is no authority: it is wholly repugnant to good sense; and there is certainly no case in which a bailee has recovered damages under such circumstances, and been made to account for an unascertained portion of them to his bailor." The same view of the law has been adopted by KENNEDY, J., in *Brown v. Hand-in-Hand Fire Insurance Society* (ante, p. 672), where the plaintiff had the custody, as agent in London, of goods belonging to a trader in Germany. The goods were damaged by the negligence of the defendants, but since it appeared that the plaintiff was not liable for the safe custody of the goods to the owner, it was held that he could not maintain the action in respect of the damage to the goods, though he obtained judgment in respect of the consequential loss to his own business.

BANKERS AND THE DEPOSIT OF JEWELS.

THE theft of Mrs. LANGTRY's jewels by means of a forged delivery order presented to the branch of the Union Bank where they had been deposited, has naturally raised a good deal of speculation as to the liability of the bank. The facts of the particular case are not sufficiently known to form any precise opinion on the matter, and any such expression of opinion in these columns would be out of place. But the general question of law is one both of interest and importance.

The liability of depositaries has been a frequent subject of discussion ever since Lord HOLT in *Coggs v. Bernard* (Ld. Raym. 909, 1 Sm. L. C., 9th ed., p. 201) overruled *Southcote's case* (4 Rep. 83b., Cro. Eliz. 815). In the latter case it was decided that the depositary held the goods at his own risk, and was liable to account for their value to the depositor, although he had lost them by robbery. Hence Lord COKE added to his report the advice that a man taking any goods to keep should take them on special terms, as that he should keep them only as he kept his own goods, or that, if they should happen to be stolen, he should not be answerable for them; otherwise he might be charged to the full extent by his general acceptance. The reason of the rule has been traced to the doctrine that the depositary, like other bailees, being the possessor of the goods, was originally the only person who could sue the thief, and, since the remedy was thus vested in him, he had to answer over to the depositor (Holmes, Common Law, Lecture V.). But this was a reason which would not bear investigation in later times, and in *Coggs v. Bernard* (supra) Lord HOLT delivered his famous judgment distinguishing between the various forms of bailment, and assigning to the bailee in each his proper degree of liability.

It is unnecessary to mention here the six bailments to which Lord HOLT gave separate treatment. Subsequently the matter has been simplified by dividing them into three classes—(1) bailments for the benefit of the bailor exclusively, of which custody without reward—the ordinary "deposit"—is an example; (2) bailments for the benefit of the bailee exclusively, of which a borrowing seems to be the only instance; and (3) bailments for the benefit of both the bailor and the bailee, as a hiring, or the custody of goods for reward. In each of these classes of bailment a separate degree of liability was, by Lord HOLT's judgment, assigned to the bailee. The matter may be stated either positively, by specifying the degree of diligence which the bailee must use, or, negatively, by specifying the degree of negligence for which he will be held liable. Thus, in deposit, where he reaps no benefit, he is bound to slight diligence, and is liable only for extraordinary or "gross" neglect; in borrowing, where he reaps all the benefit, he is bound to the strictest diligence, and is liable for even a slight neglect; in custody for reward, where he shares the benefit of the transaction with the bailor, he must use ordinary diligence—the diligence of the average man in the conduct of his own affairs—and is liable for ordinary neglect.

The scheme is neat and symmetrical; it purports to adjust the strictness of the law with careful nicety to the circumstances of each particular case, and there are indications in the authorities subsequent to *Coggs v. Bernard* of attempts to apply it in practice. On the other hand, the distinction between the three degrees of negligence has been found to be no easy matter, and doubt has been thrown upon it. This doubt was emphatically expressed by ROLFE, B., in *Wilson v. Brett* (11 M. & W., p. 115), when he said that he could see no difference between negligence and gross negligence. It was the same thing "with the addition of a vituperative epithet." Putting this aside, however, for the moment, we may see how the general principles of liability apply to the case of deposit for safe custody at a bank.

According to Lord HOLT's scheme, the bank, when the deposit is gratuitous, should be bound to exercise only slight diligence, and should not be liable save in the event of loss through extreme carelessness, but this cannot be accepted as a correct statement of the law, at any rate without further explanation. The leading case on the subject is *Giblin v. McMullen* (17 W. R. 445, L. R. 2 P. O. 317), an appeal to the Privy Council from the Supreme Court of Victoria. The plaintiff and appellant was a customer of the Union Bank of Australia, who were

Coggs
Bernard

Nelson
Brett

Giblin
McMullen

Giblin v. McMullen
represented by the respondent, one of their officers. From the earliest period of his becoming a customer, the plaintiff had placed in the care of the bank a box, of which he kept the key, containing securities and deeds. Among the securities were certain railway debentures. The bank received no consideration for taking care of the deposits of their customers. The box was kept, together with the boxes of other customers and the bank's own securities, in a strong-room underground. Access to this room could only be obtained by passing through a compartment partitioned off from the clerks' office. The cashier sat in this compartment during bank hours, and a messenger slept there at night. The strong-room was approached by a wooden door and two iron doors. The cashier always kept the key of the wooden door, and during the day he also had the keys of the iron doors; but at night he had the key of only one of the iron doors, the key of the other being in the charge of another officer of the bank. The customers had access to their boxes during bank hours, but always in the presence of a bank clerk. The plaintiff was in the habit of going to his box from time to time to take the coupons from his debentures, and the coupons were thereupon handed to the cashier for collection. Between two of these visits the cashier stole the debentures and absconded, but the date and manner of the theft could not be ascertained. Previously to his absconding he had possessed a good character.

At the trial the judge refused to non-suit at the end of the plaintiff's evidence, and, the case being left to the jury, they found a verdict for the plaintiff, assessing the damages at £10,450. Upon appeal it was argued that there was no evidence to support the verdict, and the Supreme Court of Victoria so held and directed a non-suit to be entered. The plaintiff then appealed to the Privy Council. The judgment of this tribunal, which was delivered by Lord CHELMSFORD, seems to sanction the notion that between ordinary and gross negligence there is no practical distinction. The term "gross negligence," it was said, may usefully be retained as descriptive of the negligence for which gratuitous bailees are responsible, but when that negligence came to be defined there was no attempt to distinguish it from ordinary negligence, or negligence without the vituperative addition. "It is clear," said Lord CHELMSFORD, "according to the authorities, that the bank in this case were not bound to more than ordinary care of the deposit entrusted to them, and that the negligence for which alone they could be made liable would have been the want of that ordinary diligence which men of common prudence generally exercise about their own affairs." It is, of course, possible to style the want of ordinary diligence "gross negligence" (see Beven on Negligence, 2nd ed., Vol. 2, p. 911), but then there is no place left for ordinary negligence, and Lord HOLT's system of degrees of negligence breaks down.

The phrase "gross negligence" occurs also in the American case of *Foster v. The Essex Bank* (17 Massachusetts Rep. 478), quoted with approval in *Giblin v. McMullen* (*supra*). There also property deposited with a bank had been stolen by officers of the bank who had previously sustained a fair reputation. The bank, it was said by the court, was, as a depositary without reward, answerable only for gross negligence or for fraud which would make a bailee of any character answerable, and no such negligence appeared in the case, since the same care was taken of the plaintiff's property as of other deposits and of the property belonging to the bank itself. Perhaps this consideration is not conclusive, but the judgment shews that in the opinion of the court a strong case of negligence must be made against the bank to fix it with liability.

On the other hand, in *Re United Service Co., Johnston's Claim* (19 W. R. 457, L. R. 6 Ch. 212), where a bank was a depositary for reward, this circumstance was held to distinguish the case from *Giblin v. McMullen*, though as the bank was also found to have been guilty of "gross neglect," the distinction was hardly wanted. Certificates of shares deposited with the bank had been placed in a safe under the uncontrolled and unwatched power of the manager, who fraudulently sold them. If this was gross neglect on the part of the bank, the bank would have been liable as a depositary without reward, and still more, of course, as a depositary for reward.

Upon the whole it may be doubted whether the distinction

between the three degrees of negligence does for practical purposes exist. Apparently there is a distinction in liability according as the bailment is gratuitous or for reward, and since even a bailee without reward is bound, according to the judgment of the Privy Council, to exercise the diligence of the average prudent man, it is a still greater degree of diligence that the bailees for reward must exercise. In other words, a bank which takes property on deposit without reward must take such precautions for its security as are ordinarily taken for the security of property under the control of banks; while, if the deposit is for reward, the depositor is entitled to expect additional precautions. The particular case of the delivery out of the property deposited upon a forged order does not seem to have been discussed; but since banks are accustomed to act upon the written orders of their customers, it does not seem that they can be liable—at any rate in the case of a gratuitous deposit—if the signature was properly examined, and if there was nothing to raise doubt as to its genuineness.

EARLY ADMIRALTY RECORDS.*

II.

(Continued from page 759.)

ALTHOUGH the Admiralty Court was, according to Mr. MARSDEN, established in the middle of the fourteenth century, the regular records do not commence till a much later date; but the records of two cases in the time of Richard II. have been accidentally preserved and are printed in this collection. The processes were by writs of *certiorari* directed to be transmitted to the Chancellor, and the rolls containing the returns to these writs are amongst the earliest of the Chancery Miscellaneous Rolls. The first case—*Sampson v. Curteys*—was an action for trespass to goods which in 1390 came before the court of John, Earl of Huntingdon, Admiral of the South and West, held at Lostwithiel. Curteys was 'seneschal' of the court. The pleadings, which are very prolix, commence with Sampson's bill reciting that he had freighted a vessel at Plymouth with divers goods—including one long dagger garnished with silver, two doublets of silk and gold, and four pairs of stockings of scarlet—to be carried to Lostwithiel, and complaining that at Lostwithiel Curteys took and carried away the goods "within high-water mark without any process of law or reasonable or probable cause." Curteys duly appears and has a copy of the bill handed to him, and a day appointed for answering it. His answer, which is delivered to the court in writing, recites the bill *totidem verbis*, and says that, as to part of the goods, he knows nothing; as to part they were seized under an order of the admiral; and as to part they were seized under an execution upon a judgment recovered in the maritime court at Lostwithiel by one Elys. Sampson in turn gets a copy of the answer and a day for replication. The replication is delivered to the court sitting at Fowey. As to part of the matters in dispute, it amounts to a joinder of issue, and as to part it alleges insufficiency in the answer—the date of the judgment is not given nor the particulars of the goods seized under the admiral's order—and asks for judgment. Curteys follows with a duplication, in which he states more specifically the manner in which he dealt with the goods, and there are further a triplication and quadruplication before the parties are ready to go into the evidence. The quadruplication gives a more exact list than had been previously attempted of the goods the subject of the action.

At length Sampson prays to be allowed to adduce proof in support of his pleading, and he obtains a commission to the ports of Plymouth and Plympton. The record next sets out the commission, which is in the name of the Earl of Huntingdon, and is addressed to the Prior of Plympton and two gentlemen of Plymouth. It directs the commissioners to hear Sampson's witnesses, and to transmit their evidence to the court "to the Wool Key at London nigh to the flow of the sea." Curteys, on his side, obtains a commission to the parts of Lostwithiel and Bodmin addressed to the Prior of Bodmin and another. The commissions are executed, and in due course the parties appear before the sub-admiral at the Wool Key in London to have the evidence opened and read to the court. The Prior of Plympton and his fellow commissioners had transmitted the depositions of some dozen witnesses, and these are entered on the record. The depositions of Curteys' witnesses had also come to the hands of the sub-admiral, but at the time when the record was made up to be transmitted in obedience to the writ of *certiorari*, he was in foreign parts, and the depositions could not at once be obtained. At this point the story ends, and it does not appear whether Sampson got satisfaction in

* Selden Society. Select Pleas in the Court of Admiralty. Vol. I. The Court of the Admiralty of the West (A.D. 1390-1404), and the High Court of Admiralty (A.D. 1567-1545). Edited for the Selden Society by REGINALD G. MARSDEN. Bernard Quaritch.

Giblin v. McMullen

Re United Service Co.

respect of the dagger, the doublets, the scarlet stockings, and the other articles. Nor is it clear why the writ of *certiorari* was applied for. Probably, as Mr. MARSDEN suggests, some question of jurisdiction was involved. But the record, as it has come down to us, is an interesting specimen of mediæval pleading, and the various places to which the scene from time to time is shifted—Lostwithiel, Fowey, the Priory of Plympton, the Priory of Bodmin, the Wool Key at London—shew how enormously costly and troublesome the litigation must have been. The length and complication of these proceedings, however, are nothing to the record of *Gernesey v. Henton*, the other case in the Court of the Admiral of the West which Mr. MARSDEN has printed, and for which we must refer the reader to his volume. The oppressiveness of litigation which might be conducted partly in Cornwall and partly in London accounts to some extent for the unpopularity of the new Admiralty Court and for the restrictions placed upon its jurisdiction by the statutes of Richard II. already referred to.

In the course of the fifteenth century the separate court of the admirals of the North, South, and West ceased to exist, and the jurisdiction came to be exercised by a single Admiralty Court, but the regular records of its proceedings do not commence till 1524, a time at which important changes seem to have taken place in the working of the court—changes which were accompanied by a great increase of business. The early records are deposited at the Public Record Office, whither they were transferred from the Tower, and with the later records at the Admiralty registry of the High Court they form a series almost complete down to the present time. The criminal business of the court was separated from its civil and "spoils" business early in the reign of Henry VIII., and for that a distinct series of records exists which is not dealt with in the present volume.

In an interesting summary of the character of the business dealt with by the court Mr. MARSDEN observes that a very large part of it consisted of spoil or piracy cases. In respect of these the admiralty judge was frequently placed under the control of the privy council, instructions being issued to him with reference to the disposal of particular cases. Sometimes, too, he heard them by virtue of special commissions, framed in accordance with treaties, which enabled him to give a sentence from which there was either no appeal, or an appeal only to the sovereign. With the admiral's jurisdiction in matters of piracy the common law courts do not appear to have interfered. But more numerous even than the "spoils" cases were those dealing with mercantile, shipping, and commercial matters, and here the rise of the new court was not so readily acquiesced in. It was, probably, says Mr. MARSDEN, the rapid increase of business in the Admiralty Court, connected generally with shipping and foreign trade, that first aroused the professional jealousy of the practitioners of the common law, and gave rise to the prohibitions and writs of *superseas* of which he furnishes examples. All contracts made abroad, bills of exchange (at that time for the most part drawn or payable abroad), charter-parties, insurance, average, freight, non-delivery of or damage to cargo, negligent navigation, "in short, every kind of business was dealt with by the Admiralty Court." Amongst other matters, also, the court dealt with cases of wreck, with slander, assaults and various other torts committed at sea and in public rivers, and with collision. And there are numerous cases of contempt, the offence alleged being the bringing of suits concerning admiralty business in the local courts or in the higher common law courts.

These disputes as to jurisdiction are illustrated by the case of *Wellys v. Felton* (1538, p. 78), in which a writ of *superseas* was issued from the King's Bench to stay proceedings in the Court of the Admiral. From the writ it appears that William Wellys was the owner of the ship *Mary Peter* of twenty tons burden, and he engaged Robert Felton at Yarmouth, "within the body of the county of Norfolk," as master and pilot of the ship on a voyage from Yarmouth to Newcastle, but in breach of the agreement Felton deserted the ship in Yarmouth Roads, and left her "without any mariner or any other person for the safe custody and government of the same ship, by reason of which the same ship was carried and driven by the wind and a storm of weather from the aforesaid port away to the high sea and so to other places beyond the ken of the aforesaid William, by reason whereof the same William was put to great labour and expense for the seeking and finding of the same ship." Wellys sued Felton in the local court before the bailiffs of Yarmouth, and Felton thereupon obtained an inhibition from the Admiralty Court to prevent the bailiffs from proceeding in the matter. The writ of *superseas* recites these steps in the litigation and the statutes of Richard II., and stays the Admiralty Court from "molesting or in any way troubling him William against the form of the aforesaid statutes." But although the writ is based on the statutes of Richard, Mr. MARSDEN surmises (p. 76) that the real dispute was as to the claim of Yarmouth to be exempt from the admiral's jurisdiction by virtue of a grant from the Crown.

In the present volume Mr. MARSDEN has dealt only with the

period of some two hundred years from the establishment of the Admiralty Court under Edward III. to the rapid development which characterized its proceedings under Henry VIII. Both in the introduction and in the collection of cases he has made a valuable contribution to legal history, and the further instalment which the title page promises will be awaited with interest.

REVIEWS.

THE RECENT CONVEYANCING ACTS.

THE CONVEYANCING ACTS, 1881, 1882, AND 1892; THE VENDOR AND PURCHASER ACT, 1874; THE LAND CHARGES REGISTRATION AND SEARCHES ACT, 1888; THE TRUSTEE ACT, 1893; THE MARRIED WOMEN'S PROPERTY ACTS, 1882 AND 1893; AND THE SETTLED LANDS ACT, 1882 TO 1890; WITH NOTES AND RULES OF COURT. By EDWARD PARKER WOLSTENHOLME, M.A., Barrister-at-Law, one of the Conveyancing Counsel of the Court, WILFRED BRINTON, M.A., and BENJAMIN LENNARD CHERRY, LL.B., Barristers-at-Law. Seventh Edition. William Clowes & Sons (Limited).

CONVEYANCING AND SETTLED LAND ACTS, AND SOME OTHER RECENT ACTS AFFECTING CONVEYANCING. WITH COMMENTARIES. By H. J. HOOD, M.A., One of the Bankruptcy Registrars, and H. W. CHALLIS, M.A., Barrister-at-Law. Fourth Edition. By the AUTHORS, assisted by H. A. COLMORE DUNN, B.A., Barrister-at-Law. Reeves & Turner.

The present editions of both these works are specially interesting as including the Conveyancing Act, 1892, and the Married Women's Property Act, 1893. The consolidation effected by the Trustee Act, 1893, has also necessitated important changes in the contents of the works, and has given occasion for additions of new comments.

Mr. Wolstenholme's admirable book, which, in the masterly terseness of its notes has seldom been equalled, contains some valuable practical observations on the Conveyancing Act, 1892. It is pointed out, with regard to section 2 (1), that "lessee" does not include "under-lessee," except as against his own under-lessee, notwithstanding section 14 (3) of the Conveyancing Act, 1881; and with regard to section 4, the authors express an opinion that a new term is created by the vesting order, in respect of which the under-lessee must give the lessor proper covenants and a proper condition of re-entry, on the ground that by the forfeiture his original sub-term is gone. We should, with deference, have rather thought that, upon the words of the section, a vesting order vesting the property in the under-lessee as tenant to the lessor upon the terms, as regards rent, covenants, and proviso for re-entry contained in the under-lease, would suffice.

Upon the Married Women's Property Act, 1893, the object of the provisions, and the decisions which have occurred upon them, are shortly noticed. The notes on the Settled Land Act, 1890, are specially valuable for the care with which all the authorities are collected, but we confess we should have been glad to have had more expression of opinion as to the views of the authors as to the effect of some of the sections. On section 10, however (restriction on sale of mansion), they say that "all future settlements should contain, as authorised by the Settled Land Act, 1882, s. 57, an express provision removing the restriction imposed by" the Act of 1890, s. 10. We suspect that this suggestion has reference to the strange decision in *Re Marquis of Ailesbury's Settled Estates* (1 Ch. 506; 1892, A.C. 356), but we doubt whether settlers will be willing in all cases to assent to it. The authors also suggest that section 11 (power to raise money by mortgage) applies to all incumbrances, whether prior to the settlement or not, and whether raised or not raised.

We need hardly tell anyone who has been in the habit of using the work that the notes on the sections of the Conveyancing Act, 1881, relating to the appointment of new trustees were of special value in practice. These notes have been transferred, with the necessary additions, to the Trustee Act, 1893; and Part 3 of that Act, as to the powers of the court, as to the appointment of new trustees and vesting orders, has also been very well annotated.

We have been fully satisfied, in the course of an extensive use of the new edition, with the care with which the recent decisions have been collected and stated, and we have no hesitation in describing it as a very satisfactory issue of an indispensable book.

Messrs. Hood and Challis's new edition, as regards the fresh matter, largely retains the characteristics which have rendered it valuable to the practitioner. One always wants to know the doubts which may be raised as to the operation of a section, and few writers are better qualified to enlighten us on this matter than the authors of this work. At the same time, it should be said that the present edition contains quite as much of solid information as to the decisions as of criticism, but we naturally prefer to turn to the latter. On section 3 of the Conveyancing Act, 1892, the authors suggest that

"the exaction of a fine would, by virtue of the supposed proviso" that no fine shall be payable for a licence, "operate as a defeasance of the covenant" not to assign, &c., without licence; and, therefore, that the lessee might assign without being guilty of a breach. But surely if a fine is "exacted," the licence must have been given. The Settled Land Act, 1890, is excellently annotated, and short notes are appended to the Married Women's Property Act, 1893. The notes on the Trustee Act, 1893, are generally admirable. On section 17 (2) (appointment by a trustee of a banker or solicitor to be his agent to receive and give a discharge for money payable to the trustee under a policy) there is a note pointing out that, as regards bankers and solicitors producing policies of assurance not under seal (some policies are, it appears, not under seal), the receipt must be signed not only by the trustee, but also by the person producing the policy. Part 3 of the Act is not annotated.

The cases are collected down to the end of 1894, with references to cases reported up to February of the present year. We can recommend the new edition as careful and valuable.

CHITTY'S STATUTES.

THE STATUTES OF PRACTICAL UTILITY, ARRANGED IN ALPHABETICAL AND CHRONOLOGICAL ORDER. WITH NOTES AND INDEXES. BEING THE FIFTH EDITION OF CHITTY'S STATUTES. By J. M. LELY, Barrister-at-Law. VOLS. 5 TO 12. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

That this great work has made unexpectedly satisfactory progress will be seen from the number of volumes issued since our last notice. There is but one more index volume to be added to complete the reissue. As Mr. Lely reminds us, the titles (omitting sub-titles) are 180, and the enactments printed are about 2,000 in number. He adds that only twelve of these have not yet been supplemented by amending legislation. Some idea of the magnitude of Mr. Lely's undertaking may be gathered from these figures, and we may add that, both in arrangement and as regards annotation, the present edition is far ahead of any previous one.

We cannot pretend to go over the vast range of subjects comprised in the volumes above mentioned, but we may say that in the titles we have examined we have found the notes useful and practical. Vol. 10, which comprises "Property" to "Religious Worship," includes under the head of "Property and Income Tax" no fewer than twenty-one statutes, and under the head of "Public Health" nineteen statutes. This latter collection of Acts will be especially valuable to the practitioner, who has here collected, in excellent type and with numerous and valuable notes, all the statutory law on the subject. The same may be said of the portion of the volume relating to railways, which is exceedingly well annotated. Vol. 12 includes the important headings of "Solicitors" and "Wills," and under the former the Remuneration Order is given, with the leading cases which have been decided thereon. Under the head of "Trustees," the Trustee Acts, 1888 (s. 8), 1893 and 1894, and the Trust Investment Act, 1889, s. 7, are given with copious annotations.

We think that the present edition will not only keep up, but add to the reputation of the work, and render it a work of permanent value to the practising lawyer.

LEGAL LYRICS.

BRIEFLESS BALLADS AND LEGAL LYRICS. (SECOND SERIES.) By JAMES WILLIAMS. Adam & Charles Black.

Those who made acquaintance with the first series of "Briefless Ballads and Legal Lyrics" will be glad to welcome the publication of a second series, and those who appreciated the first issue will like this better still. Both Sir F. Pollock and Mr. Williams are men overflowing with learning, much of it quaint, and the verses of each remind us in many ways of the verses of the other, but for grace and facility we give the prize to Mr. Williams' "A Vision of Legal Shadows," in which appear Aulus Agerius and Numidius Negidius, John Stiles and John Nokes, John Doe and Richard Roe. Let us quote the lines that introduce the latter pair:—

"Two country hinds in 'broidered smocks next followed,
Each trundled him a cartwheel by the spokes;
Oblivion now their names hath wellnigh swallowed,
For they were Stiles and Nokes."

"Another pair of later time succeeded,
With buckles on their shoes and silken hose,
A garb that told it was, to them who heeded,
John Doe's and Richard Roe's."

We should have liked to quote "Law and Poetry" (p. 27), where we are reminded of several rhyming laws and codes, and of some rare aves who have broken off from law and devoted themselves to the less lucrative cult of the Muses. "Somewhere" is a picture in triplets of the barrister's Utopia (p. 30).

"Somewhere rises struggle sore
For reversorships no more,
Every shire has half a score."

"Somewhere at assizes grow,
Prosecutions row on row,
Every man has six or so."

Perhaps the funniest poem of the whole is "The Spinning House of the Future," where a male student is immured for offending against a new statute:

"Ah me! It runs in sections three,
Who speaks to Girtton student;
Is fined to teach him how to be
Prudent."

"Who loves a Girtton girl must do
Twelve months on bread and water,
From a digestive point of view,
Slaughter."

"Who kisses her commits a crime,
By hanging expiated,
And she in tears must spend her time,
Gated."

The poems descriptive of well-known cases, mostly modern, will take the fancy of many readers, especially one on "The Minneapolis Case" (p. 73), where the plaintiff successfully claimed the price of their theatre tickets on the ground that their view had been obstructed by an unreasonable hat. But in the United States is not this place of amusement spelt "theater"? We congratulate the Bursar of Lincoln College on this little book.

BOOKS RECEIVED.

A Treatise on the Law of Evidence, as administered in England and Ireland, with Illustrations from Scotch, Indian, American, and other legal systems. By His Honour the late Judge PITT TAYLOR. Ninth Edition (in part re-written). By G. PITT LEWIS, Q.C., Recorder of Poole. In two volumes. Sweet & Maxwell (Limited).

CORRESPONDENCE.

THE PUBLIC RECORD OFFICE.

[To the Editor of the Solicitors' Journal.]

Sir,—Of the many noble and magnificent buildings which have been erected during the present reign, "The Public Record Office" is certainly one. In it are stored and preserved most of the invaluable records and papers relating to the events and history of this country past and present; and in it will be stored the public records of the future, so that when in due time the history of our times shall be written, abundant materials for the purpose will be found carefully stored away in "The Public Record Office." A building for such a purpose as this must of necessity from time to time require enlarging and extending, for the reception and preservation of the country's treasures. Such a time is the present. Thousands of persons whose business or pleasure may have impelled them frequently to pass through Chancery-lane must have been struck with admiration when some time ago they beheld the splendid foundations being laid, upon which they now see upreared the massive and imposing structure forming the new wing of the Public Record Office. Lord Esher, the present Master of the Rolls, is keeper of the public records, as his title, "Master of the Rolls," implies. This title is very ancient. The first Master of the Rolls was Adam de Osgodby in 23rd Edward I.

The site on which the Public Record Office stands is full of interest. The following extract is from a book intitled "The History of the Chancery relating to the Judicial Power of that Court and the Rights of the Masters," published in 1726:—

"When Hen. III. had founded a house for the Reception of Convert Jews; to keep them separate from the rest of their Nation 'twas put under the Direction and Care of an Officer, called the Keeper of the House of Converts (now the Rolls) which Office I doubt not was usually granted to one of the Chancery Clerks then living in the King's Palace; for I find it granted to two successively for life, both of them also Clerks of the Rolls. And in Anno 15 Edw. III. that office was annex'd by Charter to the Keepership of the Rolls; and in the 51st of that Reign, the Charter for some defect in it was confirmed by Parliament and Provision was made after the Decease of William de Burstall, Clerk of the Rolls or the next Avoidance of the Office, that the Chancellor or Keeper should, for the future institute thereunto; this rendered it more considerable, and after it was endowed with this House, of the gift and patronage of the King, the nomination of the Clerks, by degrees has been solely granted by the Crown, exclusive of the Chancellor. He was anciently called, 'Gardein de Rolls, Clericus & Custos Rotulor'; in latter times, 'Clericus Parvus Bagae & Custos Rotulor,' & 'Domus Conservator,' and in no Statute, Master, until the 11th of Hen. VII. ch. 18, and yet in the 25th ch. of the same year, he is called Clerk and as such still takes his oath of Office."

"In the fifty-first year of his reign Edward the Third annexed the *Domus Conversorum Judæorum* to the office of the Master of the Rolls, which then became known as the Rolls House.

"In 1717 the old house was pulled down, and the present one was commenced in September following, and built by Sir Joseph Jekyll, M.R.; George the First giving him £5,000 towards it.

"Sir John Copley (afterwards Lord Lyndhurst) was the first Master of the Rolls who did not live in the Rolls House."

The Rolls House built by Sir Joseph Jekyll, M.R., is at present standing; but will shortly, I believe, be pulled down.

The new wing has displaced the Rolls-court; but not its memories. Who can forget the many eminent lawyers who practised in that court, who afterwards adorned the bench as judges, some of whom have passed away; but who, being dead, yet speak in their judgments, and in the many legal reforms mainly effected by their means; or given effect to by their judicial decisions?

It is a remarkable coincidence that the last judge of first instance, who as Master of the Rolls sat at the Rolls Court, and who as *Custos Rotulorum* occupied the Rolls House, which stands on the site of that founded by Henry III., was a Jew.

This new building will shortly be formally opened for public business; and I venture to think that such a building, with such a history, maintained for such a purpose, and containing such priceless treasures, should have a suitable opening, an opening worthy of the building, and of the work performed therein. It is one of the noble memorials of the Queen's long and beneficent reign: it will contain the records of her Majesty's kingdom; and if it should please Her Most Gracious Majesty either to open it in person, or, that the Prince of Wales should open it on her Majesty's behalf, I believe it would afford very great pleasure to all her Majesty's loyal subjects who take an interest in the records of their country.

If such an opening were to take place, doubtless some new honours would be conferred, to set a mark upon the occasion; a record of which would be kept in, and add one more to the many treasures of "The Public Record Office."

JAMES RAWLINSON.

Upper Holloway, N., September 24.

NEW ORDERS, &c.

LAW OF DISTRESS (AMENDMENT) ACT.

Notice is hereby given, pursuant to the Rules Publication Act, 1893, that the following draft Rules have been prepared under the Law of Distress (Amendment) Act:—

Draft Rules under the Law of Distress (Amendment) Act.

1. An applicant for a general certificate shall satisfy the Judge that he is resident or has his principal place of business in the district of the Court, and shall state whether he has ever been refused a certificate or had a former certificate cancelled.

2. A general certificate shall (unless previously determined) have effect until the first of February next after the expiration of twelve months from the granting thereof, provided that the Judge of the Court where the certificate was granted may renew the same from time to time for the like period. This Rule shall apply to every certificate granted before the passing of these Rules, as if it had been granted at the date of the commencement of the Act.

3. A certificate shall have effect, notwithstanding cancellation or expiration by non-renewal, for the purpose of any distress where the Bailiff has entered into possession before the date of cancellation or expiration.

4. Where the levy is in the district of a Court, other than a Court of the Judge who granted the certificate, the authority shall not have effect unless the certificate has been indorsed by the Registrar of the Court in that district.

5. On the renewal of a certificate the Registrar shall be satisfied that the security required under Rules 9 and 10 is subsisting. The fee on the application for renewal shall be two shillings and sixpence.

6. A renewed certificate shall be under the hand of the Judge in the Form No. 1 in the Rules, except that instead of the word "hereby" the words "by this renewed certificate" shall be inserted, and that the date at which the renewed certificate shall become terminable shall be added at the foot thereof.

7. There shall be made and signed by the Registrar on the 1st of February in every year, and exhibited in the office of every Court a list of the bailiffs holding certificates for the time being; and the fact of the subsequent cancellation of any such certificate shall be notified by the Registrar on such list and published by him in some local newspaper.

8. Wherever "cancel" occurs in the Distress Rules, 1888, add, "or make void."

9. The following form of cancellation shall be used:—

FORM 3.

Cancellation of Certificate.

Date

In the County Court of _____ holden at _____ In pursuance of Section 1 of the Law of Distress (Amendment) Act, 1895, I hereby cancel and make void the certificate granted to A.B. of _____ to act as bailiff to levy distress for rent in England and Wales, or (terms of special certificate) save and except as to any distress whereon the said A.B. has distrained and is in possession of the goods.

(Signed)

Judge.

Copies of the above draft rules may be obtained at the Lord Chancellor's Office, House of Lords, S.W.

THE BANKRUPTCY ACTS.

The Bankruptcy Act, 1883 and 1890, and the Bankruptcy Rules, 1886 and 1890.

The following Draft Rule is published pursuant to the above Act. Copies may be obtained at the Board of Trade:—

General Rule made pursuant to section 127 of the Bankruptcy Act, 1883.

Lunatics 271 A.

1. Where it appears to the Court that any debtor or creditor or other person who may be affected by any proceeding under the Act or Rules, is a lunatic not so found by inquisition (hereinafter called the lunatic), the Court may appoint such person as it may think fit to appear for, represent, or act for, and in the name of the lunatic, either generally, or in and for the purpose of any particular application or proceeding, or the exercise of any particular rights or powers which under the Acts or Rules the lunatic might have exercised if he had been of sound mind. The appointment may be made by the Court either on an application made as hereinafter mentioned, or, if the Court thinks fit so to do, without any previous application.

2. An application to the Court to make an appointment under this Rule may be made by any person who has been appointed by any Court having jurisdiction so to do, to manage the affairs or property of, or to represent the lunatic, or by any relative or friend of the lunatic who may appear to the Court to be a proper person to make the application, or by the Official Receiver.

3. The application may be made *ex parte* and without notice, but in any case in which the Court shall think it desirable, the Court may require such notice of the application as it shall think necessary to be given to the Official Receiver or Trustee (if any), or to the Petitioning Creditor, or to the person alleged to be a lunatic, or to any other person, and for that purpose may adjourn the hearing of the application.

4. Where the application is made by some person other than the Official Receiver, it shall be supported by an affidavit of a duly registered medical practitioner as to the physical and mental condition of the lunatic. Where the application is made by the Official Receiver, it may be supported by a report of the Official Receiver, the contents of which shall be received as *prima facie* evidence of the facts therein stated.

5. When a person has been appointed under this Rule, any notice under the Act and Rules served on, or given to, such person, shall have the same effect as if the notice had been served on or given to the lunatic.

6. This Rule shall apply to every proceeding in bankruptcy pending on the date when the Rule comes into operation.

7. Rule 271 of the Bankruptcy Rules, 1886, is hereby annulled, and this Rule, which may be cited with the Bankruptcy Rules, 1886 and 1890, as Rule 271A, shall have effect in lieu of the said Rule as one of the said Rules.

Dated the _____ day of _____ 189 .

PROPOSED NEW RULE UNDER THE SUMMARY JURISDICTION ACT, 1879.

In pursuance of section 1 of "The Rules Publication Act, 1893," notice is hereby given that, after forty days from the date of publication of this notice, the Lord Chancellor proposes to make a Rule under "The Summary Jurisdiction Act, 1879," annulling the Summary Jurisdiction Rule, 1891, and prescribing the forms to be used for convictions and orders of detention under "The Reformatory Schools Act, 1866," "The Reformatory Schools Act, 1893," "The Industrial Schools Act, 1866," "The Industrial Schools Act Amendment Act, 1880," and "The Elementary Education Act, 1876."

Copies of the draft of the proposed Rule may be obtained from Messrs. Eyre & Spottiswoode, at their offices, Fleet-street, East Harding-street, Fleet-street, London, E.C., price one halfpenny.

Whitehall, September 17, 1895.

[Gazette, Sept. 20.]

HIGH COURT OF JUSTICE.

LONG VACATION, 1895.

Notice.

[The following is the altered vacation notice.]

During the vacation until further notice:—All applications which may require to be immediately or promptly heard, are to be made to the judges who for the time being shall act as vacation judges.

COURT BUSINESS.—Mr. Justice Hawkins, one of the vacation judges, will, until further notice, sit in Queen's Bench Court V., Royal Courts of Justice, at 11 a.m. on Tuesday in every week, commencing on Tuesday, the 24th of September, for the purpose of hearing such applications of the above nature as, according to the practice in the Chancery Division, are usually heard in court.

No case will be placed in the judge's paper unless leave has been previously obtained, or a certificate of counsel that the case requires to be immediately or promptly heard, and stating concisely the reasons, is left with the papers.

The necessary papers, relating to every application made to the vacation judges (see notice below as to judges' papers), are to be left with the cause clerk in attendance, Chancery Registrars' Chambers, room 136, Royal Courts of Justice, before 1 o'clock on the Saturday previous to the day on which the application is intended to be made. When the cause clerk is not in attendance, they may be left at room 136, under cover, addressed to him, and marked outside Chancery Vacation Papers, or they may be sent by post, but in either case so as to be received by the time aforesaid.

URGENT MATTERS WHEN JUDGE NOT PRESENT IN COURT OR CHAMBERS.—Application may be made in any case of urgency, to the judge by post or rail, prepaid, accompanied by the brief of counsel, office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—"Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as vacation judge can be obtained on application at Chancery Registrars' Chambers, Room 136.

CHANCERY CHAMBERS BUSINESS.—The chambers of Mr. Justice Kekewich will be open on Tuesday, Wednesday, Thursday and Friday in every week, from 10 to 2 o'clock. Mr. Justice Hawkins will, until further notice, hear urgent summonses which may be adjourned to him in his private room in the Royal Courts of Justice (Carey-street entrance), on Tuesday in every week, commencing on Tuesday, the 24th of September, at 10.30 a.m.

QUEEN'S BENCH CHAMBER BUSINESS.—Mr. Justice Hawkins will, until further notice, sit for the disposal of Queen's Bench business in judges' chambers on Monday in every week, commencing on Monday, the 23rd of September. Cases in the Queen's Bench summons list, will be called on, and disposed of peremptorily in the order in which they stand in the day's list, but not earlier than the time at which the section in which they are respectively placed is marked to come on.

JUDGE'S PAPERS FOR USE IN COURT.—Chancery Division.—The following papers for the Vacation judge, are required to be left with the cause clerk in attendance at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice, on or before 1 o'clock, on the Saturday previous to the day on which the application to the judge is intended to be made:—

1. Counsel's certificate of urgency, or note of special leave granted by the judge.
- 2.—Two copies of writ and two copies of pleadings (if any), and any other documents showing the nature of the application.
- 3.—Two copies of notice of motion.
- 4.—Office copy affidavits in support, and also affidavits in answer (if any).

N.B.—Solicitors are requested when the application has been disposed of, to apply at once to the judge's clerk in court for the return of their papers.

NOTICE TO SOLICITORS.

(Chancery Registrars' Office.)

The Chancery registrars' office will be open daily. On Monday, the 23rd of September, and on the same day in every succeeding week during the vacation, the registrar in attendance will see solicitors requiring alterations necessary in orders to be acted on by the paymaster; but the order, and any necessary papers, and a notification of the amendment as required by the 27th of the Supreme Court Funds Rules, 1886, ought to be left at his seat not later than twelve o'clock on the previous Saturday.

The *Local Government Journal* says that of all the turnpike trusts with which this country abounded in the last generation, there remains only one in existence. The Shrewsbury and Holyhead turnpike has for the most part been already thrown open, but the portion of the road which traverses the island of Anglesey was continued in existence by a special Act of 1890 until the 1st of November of the present year. Thirty years ago there were no fewer than 1,047 turnpike trusts in England and Wales, with 20,189 miles of road supported by tolls.

CASES OF THE WEEK.

Before the Vacation Judge.

DAVENIERE (ON BEHALF OF HIMSELF AND ALL OTHER THE SHAREHOLDERS IN DAVENIERE & CO. (LIM.)) v. DEBENHAM—16th and 24th September.

COMPANY—DIRECTOR—BONA FIDE MISTAKE—REFUSAL TO PUT RESOLUTION—INJUNCTION.

This was a motion on behalf of the plaintiff, M. Emile Louis Daveniere, for an injunction restraining the defendant, Mr. Frank Debenham, from acting or purporting to act as a director of the above-named plaintiff company until after the adjourned meeting of shareholders to be held on the 23rd of October, 1895, or until the shareholders of the said company have had an opportunity of voting upon a resolution that the number of the directors of the said company be reduced to five, or that such order might be made in the premises as the court should think fit. It appeared from the statements of counsel that the company, which was formed in 1890 for the purpose of acquiring the business carried on at Calais under the style of Emile Daveniere, lace manufacturer, had, down to the date of the holding of the last annual general meeting on the 11th of September, 1895, six directors, including the plaintiff, who was managing director, the defendant being chairman of the board of directors. There had been a seventh director, but he retired shortly before the meeting, and declined to present himself for re-election. At the general meeting of the 11th of September, 1895, the defendant, according to the case for the plaintiff, ought, in accordance with the articles of association, to have vacated his office of director. He, as chairman of the board, was in the chair. After the consideration of certain accounts and the directors' report, the defendant having declared that certain gentlemen who had been nominated for election as directors, were not duly qualified, a resolution was proposed by William Mason Greenip, a shareholder, acting on behalf of the plaintiff, and duly seconded, "That the vacancies caused by the retirement of two directors at this meeting be not filled up, and that the number of directors be reduced to five." The defendant, as chairman of the meeting, declined to put the said resolution to the meeting, on the ground that such a resolution did not come within the powers, and could not form part of the business of the meeting, as no notice of intention to propose such a resolution had been given prior to the holding of the said meeting. The meeting was adjourned to the 23rd of October next. The articles of association of the company contained the following provisions:—By Article 2 the regulations contained in Table A in the first schedule to the Companies Act, 1862, were excluded. By Article 59—"Seven clear days' notice specifying the place, day, and hour of meeting, and in case of special business the general nature of such business, shall be given either by advertisement or by notice sent by post or otherwise save as hereinafter provided." Article 60—"The accidental omission to give any such notice to any of the members shall not invalidate any resolution passed at any such meeting." Article 61—"The business of an ordinary meeting shall be to receive and consider the balance-sheet, the reports of the directors and of the auditors, to elect directors and other officers in the place of those retiring by rotation, to declare dividends, and to transact any other business which under these presents ought to be transacted at an ordinary meeting. All other business transacted at an ordinary meeting and all business transacted at an extraordinary meeting shall be deemed special." Article 87—"At the ordinary general meeting to be held in the year 1891, and at every succeeding ordinary general meeting, one-third of the directors, or, if their number is not a multiple of three, then the number nearest to but not exceeding one-third shall retire from office. This provision shall not apply to or affect the managing director (if any). A retiring director shall retain office until the dissolution or adjournment of the meeting at which his successor is elected." Article 90—"If at any general meeting at which an election of directors ought to take place the places of the retiring directors are not filled up, the retiring directors, or such of them as have not had their places filled up, shall continue in office until the ordinary meeting in the next year, and so on from year to year until their places are filled up, unless it shall be determined at such meeting to reduce the number of directors." Article 91—"The company in general meeting may from time to time increase or reduce the number of directors and may alter their qualifications, and may also determine in what rotation such increased or reduced number is to go out of office." Article 92—"The company may, by extraordinary resolution, remove any director before the expiration of his period of office, and appoint another qualified person in his stead; the person so appointed shall hold office during such time only as the director in whose place he is appointed would have held the same if he had not been removed." Article 93—"No person not being a retiring director shall, unless recommended by the directors for election, be eligible for election to the office of director at any general meeting unless he, or some other member intending to propose him, has, at least seven clear days before the meeting, left at the office of the company a notice in writing under his hand signifying his candidature for the office, or the intention of such member to propose him." Upon behalf of the plaintiff it was submitted that the defendant ought to have put the resolution to reduce the number of the directors to the meeting. He would then, in all probability have ceased to be a director. Upon behalf of the defendant it was argued that the resolution constituted special business within the meaning of the articles of association, and that, therefore, notice ought to have been given. *Cur. adv. vult.*

HAWKINS, J., said that he was of opinion that he ought to refuse the

application. The defendant was the chairman of the company and had been so since its origin. At the meeting at which it was said Mr. Debenham misadvised himself it was proposed that a resolution should be put that the number of directors be reduced to five, and as the defendant was retiring by rotation the real effect would have been that he would probably have been excluded from the directorate. The objection to the defendant's conduct was that the resolution having been put into his hands, Mr. Debenham refused to put it to the meeting, whereupon the effect was that Mr. Debenham remained a director of the company; and the motion was made upon the ground of misconduct in not putting the resolution to the meeting. He was far from saying that Mr. Debenham was right; his inclination was to think that Mr. Debenham was wrong, but he was of opinion that Mr. Debenham was acting *bona fide*. Under these circumstances, what right was there to interfere with a chairman who had honestly made a mistake? What was his mistake? He thought that notice of the resolution ought to be given, and that it was irregular for him to put it in the absence of notice, and he declined to put it, and simply because he made that mistake this motion was made. Mr. Debenham was, in fact, a director, and there was, so far as he could see, no justification for interfering with a man who was, in fact, a director. He had no discretion in the matter. The articles of association were very loosely drawn. The motion must be dismissed, with costs.—COUNSEL, Marten, Q.C., and Stewart-Smith; *Stock*. SOLICITORS, Snell, Sons, & Greenip; Mullens & Bosanquet.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

IN THE MATTER OF THE ACT OF PARLIAMENT, 5 VICT. C. 5, INTITULED "AN ACT TO MAKE FURTHER PROVISION FOR THE ADMINISTRATION OF JUSTICE," AND IN THE MATTER OF PANARDOS ZAFFERE—24th September.

PRACTICE—PUBLIC COMPANY—TRANSFER OF SHARES—INJUNCTION—MOTION EX PARTE—5 VICT. C. 5, s. 4.

Motion *ex parte* on behalf of Panardos Zaffere, of 23, Bucklersbury, City, for an order to restrain the Salisbury Reef Gold Mining Co. (Limited) from permitting the transfer of 100 shares in the said company numbered 49,258 to 49,357, both inclusive, standing in the books of the said company and from paying any dividend due or to become due thereon until further order. In support of the motion, 5 Vict. c. 5, s. 4 was relied upon. That section is as follows:—"And be it enacted, that on and after the fifteenth day of October, one thousand eight hundred and forty-one, it shall be lawful for the said Court of Chancery, upon the application of any party interested, by motion or petition, in a summary way, without bill filed, to restrain the governor and company of the Bank of England or any other public company, whether incorporated or not, from permitting the transfer of any stock in the public funds, or any stock or shares in any public company, which may be standing in the name or names of any person or persons, or body politic or corporate, in the books of the Governor and company of the Bank of England, or in the books of any such public company, or from paying any dividend or dividends due or to become due thereon; and every order of the said Court of Chancery upon such motion or petition as aforesaid shall specify the amount of the stock or the particular shares to be affected thereby, and the name or names of the person or persons, body politic or corporate in which the same shall be standing. Provided always, that the said Court of Chancery shall have full power, upon the application of any party interested, to discharge or vary such order, and to award such costs, upon such application, as to the said court shall seem fit": Daniel's Chancery Practice, 6 ed., vol. 2, part 1, p. 1628, was cited as an authority for the motion being made *ex parte*. The order asked for was that given in Seton on Decrees, 4th ed., p. 283, to the following effect:—"The applicant by his counsel undertaking to abide by any order this court may make as to damages, in case the court shall hereafter be of opinion that any damages have been sustained by reason of this order which the applicant ought to pay. Let the . . . bank, &c., be restrained until further order from permitting the transfer of the . . . (description of shares) . . . standing in their books in the name of &c., or any part thereof, and from paying any dividend or dividends due or to become due thereon."

HAWKINS, J., made the order asked for, the injunction to extend over Tuesday next.—COUNSEL, Herbert Brown. SOLICITOR, H. Coulson.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

SKIPPENS v. HAYWARD—24th September.

PRACTICE—ATTACHMENT—EXECUTOR—ORDER FOR PAYMENT OF TRUST MONEY INTO COURT—DISOBEDIENCE—COSTS AS BETWEEN SOLICITOR AND CLIENT.

This was a motion against the defendants, John Hayward, of Stowmarket, and Richard Fenn, of Barham-green, Suffolk, that a writ of attachment might issue against them for their disobedience to and contempt of the order of the court, whereby they were ordered as the trustees of the will of the testator, William Skippens, on or before September 5, 1895, to pay into court the sum of £700. In support of the motion it was said that the testator, William Skippens, by his will dated October 23, 1889, appointed the defendants executors thereof, and (*inter alia*) bequeathed to the said executors the sum of £700 on trust to invest the same at interest in the Parliamentary stocks or public funds of Great Britain, or on Government securities of the United Kingdom, or on mortgage of freehold, copyhold, or leasehold estates in England, with power to alter and vary such securities as aforesaid, and to pay the interest, dividends, and annual income thereof to the plaintiff, Rebecca Skippens, his then wife, for life, and after her death to stand possessed of the said sum of £700 upon the trusts in the said will

declared and contained. The testator died on the 17th of February, 1870, and the interest upon the £700 was paid with fair regularity up to the 8th of November, 1893, but since November, 1893, the plaintiff had received no income whatever from the defendants, although repeated applications had been made for the same. The defendant Hayward had stated that the £700 had been invested upon a second mortgage. Ultimately an originating summons for particulars and accounts of the £700 was taken out, and Stirling, J., in chambers, made the order of the 5th of August, 1895, for disobedience to which the attachment of the defendants, or in the alternative their committal was now asked. The notice of motion further asked that the defendants might be ordered to pay to the plaintiff her costs, to be taxed as between solicitor and client of this application, and of and incidental thereto, and to the issue and execution of the writ or writs of attachment, or enforcing the committal or caption of the defendants or either of them. The defendants did not appear.

HAWKINS, J., ordered a writ of attachment to issue against both of the defendants, and also ordered them to pay to the plaintiff her costs as between solicitor and client as prayed.—COUNSEL, Barrister. SOLICITOR, Arthur Tovey, for H. B. Ashken, Dury St. Edmunds.

[Reported by J. E. ALDOUS, Barrister-at-Law.]

THE INSPECTOR-GENERAL IN BANKRUPTCY ON THE WORKING OF THE BANKRUPTCY ACTS.

We make the following extracts from the annual report of the Inspector-General in Bankruptcy:—

Married Women's Property Act.—I have in previous reports referred to the manner in which this Act is made use of to evade the penalties of the bankruptcy law; and, during the past year, His Honour Judge Snagge has caused my attention to be called to a case of this character in the Northampton Court, where the business of a bankrupt debtor was carried on after bankruptcy in the name of his wife without any material change in circumstances. The name of the debtor was "W. J. Howe," and the name was changed to "M. Howe & Co." The debtor continued to manage the business, incurring debts, and conducting it otherwise precisely as before, but repudiating any responsibility for such debts. In that case His Honour remarked that "his experience of the last few years upon the bench led him to the conclusion that the combined operation of the Married Women's Property Act and the present Bankruptcy Act opened the door to a great deal of elaborate fraud. Instances were not by any means isolated, but it was rather the rule, when a man in a small way of business became a bankrupt, before he could get his discharge his wife carried on the trade in a style so much like the husband's that people who had no direct intimation of the bankruptcy would have no knowledge of the change. It almost amounted to open fraud. In his opinion no wife of a bankrupt should be permitted to carry on the same or a similar business at the same or a similar address, under the same or a similar style, within, say, three years from the date of the receiving order, without the special leave of the court." This evil chiefly affects the smaller classes of traders throughout the country.

Assignment of future book debts.—I have also on previous occasions called attention to the frauds perpetrated on creditors by assignments of future book debts in favour of particular creditors. A case occurred during the past year, in the Exeter Court which illustrates the evils arising under the present state of the law. The circumstances were as follows:—The bankrupt filed his petition on the 31st of August, 1894, and receiving order and adjudication were made the same day. His statement of affairs shewed unsecured liabilities £403 and assets available to meet same, after deducting £22 preferential debts, £38. In his public examination he stated that in consequence of pressure from other creditors he paid the largest firm of creditors a visit on the 4th of June, 1894, when he owed them £331, and they, on learning his circumstances, asked him for an assignment of book debts by way of security for their debt. The bankrupt accordingly executed an assignment of the existing book debts, of the nominal value of £583, together with all future accruing debts. He admitted that he was at the time insolvent to the extent of about £350. He continued, however, to receive the book debts to the amount of about £270, and expended the money in the usual course of business, and in several instances in paying other creditors, and he also received from the assignees goods on credit to the value of £80. Three days before filing his petition he prepared a fresh schedule of book debts, deducting those paid and adding new accounts, making a total amount of £544. Notice of the assignment was sent by the assignees to the book-debtors the day before the petition was filed. The bankrupt would not admit any preferential intention in executing the assignment, but maintained that it was done to enable him to carry on his business. At his public examination he said, "These creditors pressed me to sign these documents as they were my largest creditors, and I understood they were to continue to supply me with goods." In answer to a subsequent question he admitted that nothing was actually said as to future credit. The official receiver reported; however, that both the bankrupt and the assignees had maintained from the first that the assignment was executed to enable the bankrupt to obtain further credit. As the law at present stands the assignment of future book debts for valuable consideration is not invalid. This was decided by the House of Lords in the case of *Tinley v. The Official Receiver*. The assignment in this matter could not, therefore, if the debtor's statement was correct, be successfully attacked, although the assignees obtained the benefit of debts which were not in existence at the date of the assignment. The assignees thus obtained a preference over the other creditors, and were enabled to sweep

*Tinley
Official
Receiver*

into their pockets by far the most valuable asset, and they practically carried on business through the debtor without any liability on their part. The remaining assets produced a dividend of only 10d. in the £ to the unsecured creditors. But in order to upset a transaction of this nature it is not enough to shew that in the result certain creditors have obtained a preference; it must be proved that the dominating motive of the bankrupt was to give them an advantage over the other creditors. It appears to be deserving of consideration whether assignments of book debts, either past or present, out of the ordinary course of business, should not be rendered void unless registered as bills of sale.

LEGAL NEWS.

OBITUARY.

The death is announced on the 19th inst. of Mr. WILLIAM WOODMAN, solicitor, of Morpeth, at the age of 89. He served his articles with Mr. Anthony Charlton, solicitor, of Morpeth, and was admitted a solicitor in 1832. In 1835 he was elected the first town clerk. The freemen declined to transfer the management of the common from their own body to that of the new council. Under the direction of Mr. Woodman, who was himself a freeman, the council commenced an action against the freemen, calling upon them "within three days to deliver up and give to the council of the said borough all lands, &c., late belonging to the said bailiffs and burgesses, and now vested in and belonging to the mayor, aldermen, and burgesses of the Borough of Morpeth." They refused, and Mr. Woodman was instructed to prepare the case for the council. His brief was a portentous document which had entailed an incalculable amount of reading and research. The case dragged its slow length along till the 4th of May, 1840, when it was decided in favour of the council. Mr. Woodman (says the *Newcastle Daily Chronicle*) took a very active part in furthering the railway enterprise which ended in the construction of the line from Newcastle to Berwick. During that period he was brought much into contact with George Stephenson. As originally surveyed, the line was to pass north considerably to the east of Morpeth, and it was on Mr. Woodman's representation, backed by the influence of Charles the second Lord Grey, that it was altered, when before the Committee of the House of Lords, so as to skirt Morpeth instead of Bedlington. The Grammar School at Morpeth was a foundation by King Edward VI. He endowed it with all the lands of the Chantry of St. Giles at Netherwitton. These lands were in portions and patches among the lands of the Thorntons of Netherwitton, the said Thorntons being descended from Newcastle's famous medieval merchant of that name. The Bailiffs of Morpeth were trustees of these lands. In the reign of James II. the then bailiffs granted a lease of these lands to the Thorntons for £45 a year. In the reign of George I., on an action being raised by the then Master of the School, the annual payment was raised to £90 annually. Under Mr. Woodman's guidance, Mr. Roper, the head master, re-opened the case against the Trevellyans, who, by marriage, had come into the possessions of the Thorntons. After many years and herculean labours, Mr. Woodman obtained a decision which led the Trevellyans to pay down to the trustees and governors of Morpeth Grammar School the sum of £15,000 in full settlement of their claim to the lands leased hundreds of years ago. That brought to a satisfactory conclusion a case which had pending in the Court of Chancery for 150 years, a result entirely due to Mr. Woodman's disinterestedness, learning, and perseverance. Mr. Woodman was in every capacity a very notable man. He was widely read in every department of literature. There was hardly any subject which he could not discuss, and very few on which he could not throw light. He was a learned antiquary, and had been for many years a vice-president of the Newcastle Society of Antiquaries. He contributed few papers, but he supplied material to many who did write them. He helped Dr. Hodgkin with his county history; and the committee in charge of the new history have publicly in their second volume acknowledged their indebtedness to him.

The death is announced of Mr. EDWARD JAMES READ, the Clerk of the Peace for the City of London and Southwark. Mr. Read was appointed to that office in September, 1865, having previously acted as deputy from 1843. He was also formerly clerk of arraigns at the Central Criminal Court, succeeding Mr. Henry Avory, but he resigned the latter office in 1891.

APPOINTMENTS.

Mr. ALFRED GASCOIGNE WISE, Barrister-at-Law, Registrar of the Supreme Court of Hong Kong, has been appointed Puisne Judge of the Supreme Court of that Colony.

GENERAL.

It was announced that Mr. Justice and Lady Barnes intended to sail on the 21st inst. in the New York steamship from Southampton for New York.

The *Times* is informed that Sir James Garrick has declined the appointment of a Judge of the Supreme Court of Queensland and has resigned the position of Agent-General for the Colony in London.

The body of Miss Helena Louise Chitty, daughter of Mr. Justice Chitty, who was drowned while fishing in the River Lochy some days ago, was found on the 23rd inst., floating in Camuanagaul Bay, by Allan McColl, a

keeper. He secured the services of a ferryman named M'Donald, and together they took the body, which bore no traces of injury, to Fort William. It was subsequently taken to the mortuary at the Belford Hospital, and was conveyed to London next day from Fort William, Sir Joseph Chitty and some of the family leaving by the same train. An impressive service was held in St. Andrew's Church, conducted by Canon McColl, assisted by the Rev. J. Scarlett Smith, vicar of Dalbury, Salop.

The *Chicago Legal News* in an article on "Divorce while you wait," says, "It is remarkable how rapidly the average Oklahoma judge can dispatch divorce business. The defendants usually know nothing about the proceedings until the papers are served by the successful litigant. As a rule, no defence is ever offered in divorce cases in Oklahoma, for the reason that defendants are seldom aware of the beginning of the suit. This is one of the chief advantages this territory offers to divorce litigants. Within the last year the territory has become the temporary abiding place of more than 2,000 men and women who have been attracted there by the lax divorce laws. For many years divorce colonies composed a large per centage of the population of South Dakota. It did not take long, however, for men and women who wished to sever the matrimonial bonds to learn that Oklahoma offered superior advantages."

The *World* of this week contains an interview with Lord Davey at Verdley-place, Fernhurst. It is stated that the house was purchased by Lord Davey in 1889, and has since been added to by him. "In all probability," says the writer, "a visitor will be conducted, in the first place, to the library, a sufficiently handsome and quite unusually large room, where Lord Davey, clad in a rough tweed suit, and wearing a favourite glengarry, accords a cordial greeting. It is not without good reason that he has chosen the place for his large writing-table, for the views from every window are of the most lovely description, particularly from the windows at the end of the room. These are circular, and look into the newly planned Italian garden and far away to Holder Head and the county of Hants in the due west. Nor are the surroundings inside the room less attractive. Over the fireplace, set in the panelling of dark carved oak, is a very fine plaque attributed to Andrea della Robbia, which may almost be said to be the solitary ornament of the library. Everywhere are books; you feel that hours might easily pass in the inspection of them. Lord Davey owns many first editions and several curiosities; but, in the main, the books are to be read. He likes, too, fine bindings, and nearly all the books are very handsomely clad and encased. One wing is devoted to history, another to the classics, a third to fiction—of which, so far as English fiction is concerned, your host confesses to owning a tolerably complete collection. The sumptuous bindings throw a charming glow into the room, and are far more ornamental than any other decoration could possibly be. . . . The visitor to Verdley-place who would see its master to the best advantage should, however, make sure of visiting it at a time when, comparatively at leisure, he can enjoy with him a perambulation of the garden and grounds. It is for these that Lord Davey hurries away from Courts of Appeal, Judicial Committees, and the House of Lords; here the happiest hours of his life are spent; to these he devotes a minute and special care which the world supposes to be given only to precedents and 'cases.' He carefully disclaims the possession of any scientific lore; he is rather a gardener than a botanist, and declares that it is results rather than processes which mainly gratify him. But it is clear that the cultivation of his trees and flowers is a never-ending and ever-increasing source of delight, and that he would not object to sharing the floricultural labours of his daughter, Miss Mildred Davey, whom you surprise on her knees, sedulously engaged in obeying Voltaire's maxim, taken literally, 'Cultivate your own garden.' Lord Davey shows you the plot destined to become very shortly a rose-garden, specially to be named after his wife, now covered with a large and varied assortment of double poppies; points out the prodigality of the growth of the Japanese roses, and indicates the locality of one of the biggest medlars he ever saw; this is in the immediate neighbourhood of the pea-rifle shooting-alley, one of the diversions of Verdley. Gradually, as you advance, you become conscious of a change in the character of your environment: the garden is in process of evanishment; it is giving place to wood almost imperceptibly. Not far from the tennis-lawn is the spot which Lord Davey confesses to be his own favourite one in his little patch of about three hundred acres. It is, in fact, a tree-garden. Upon a smooth, slightly undulating piece of ground, intertwined with a footpath from which several 'points of view' of the surrounding country are obtained, he has planted a remarkable cluster of every variety of beautiful trees from our own glades and forests and from abroad; conifers, deciduous trees, and flowering shrubs, mostly quite young, being particularly profuse."

The Whitton Park Estate, near Hounslow and Twickenham, for many years in the occupation of the Gostling family, was submitted to auction on Wednesday in plots by Messrs. Baker & Sons. There was a keen competition, and thirty-three lots were sold, realizing a total of £1,780, being at the rate of £650 per acre.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875).—[ADVT.]

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGE.

WARD-HALL.—Sept. 17, at Leekhampton, Charles Albert John Ward, of Cardiff, solicitor, to Ada Grace, only daughter of Mr. William Hall, of Leekhampton.

OLD AND RARE FIRE INSURANCE POLICIES, &c., wanted to complete a Collection.—Particulars, by letter, to A. R. C., 76, Cheapside, London.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Sept. 30.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CLUB CAFE, LIMITED.—Creditors are required, on or before Oct 17, to send their names and addresses, and particulars of their debts or claims, to William Henry Fannell, 13, Basinghall st

DAWSON HILL MANUFACTURING CO, LIMITED.—Creditors are required, on or before Tuesday, Oct 16, to send their names and addresses, and particulars of their debts or claims, to Thomas Taylor, James Butterworth, and E. C. Rostrom, Fox st, Heywood. Banks & Maddock, Heywood, solicitors to liquidators

GENERAL CREDIT CO, LIMITED.—Creditors are required, on or before Nov 1, to send their names and addresses, and particulars of their debts or claims, to William Johnston, 37, St. Andrew's hill, Doctors' commons. West & Co, 66, Cannon st, solicitors to liquidators

PATENT SELF-SEALING AIR-CHAMBER SYNDICATE, LIMITED.—Creditors are required, on or before Oct. 23, to send in particulars of their claims to Frederick Westwood, 85, Bradford st, Birmingham. Pepper & Tangye, Birmingham, solicitors to liquidator

FRIENDLY SOCIETY DISSOLVED.

GREAT CROSBY BENEVOLENT SOCIETY, Crosby Hotel, Great Crosby, Lancaster. Sept 14.

London Gazette.—TUESDAY, Sept. 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

LOWOCK HILL & CO, LIMITED.—Creditors are required, on or before Oct. 25, to send their names and addresses, and particulars of their debts or claims to Arthur Stephen Brewis, 60, King st, Manchester. Boardman, Manchester solicitor to liquidator

WEST ARGENTINE LIMITED (In Liquidation).—Creditors are required, on or before Nov. 5, to send their names and addresses, and the particulars of their demands or claims, to William Parker Owen, 3 to 5, Queen st, Cheapside. Keddy & Co, solicitors to liquidator, 9, Fenchurch st

CREDITORS' NOTICES.

UNDER 23 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Sept. 30.

ARPLI, ALEXANDER WILHELM, Hamburg Oct 16 Reholders & Higge, Mincing lane
ALEXANDER, EDWARD, Mile End, Builder Nov 5 T & F P Baddeley, Leadenhall st
ASH, HENRY, Somerset, Esq, and HARRIET SLATER ASH, Bristol [Nov 1] Bobbette Bros, Bristol
BELL, PAISCILLA, Southport Oct 23 Threlfall, Southport
BENNETT, GEORGE, Buckingham, Plumber Sept 28 Hearn & Hearn, Buckingham

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Sept. 30.

RECEIVING ORDERS.

ADAMS, WILLIAM, Wilts, Farmer Swindon Pet Sept 19
ORD Sept 18
BANKS, JOHN, Laver, Engineer Bolton Pet Sept 14 Ord
Sept 14
BRINDLEY, JAMES, Staffs, Grocer Hanley Pet Sept 16
ORD Sept 16
BROWNING, FRANK, Seething in, Coal Agent High Court
Pet Aug 3 Ord Sept 16
CARVELL, JAMES & Co, Birmingham, Tailors Birmingham
Pet Aug 30 Ord Sept 16
CLARKE, GEORGE, Oldham, Grocer Oldham Pet Sept 18
ORD Sept 18
COTTINGHAM, RICHARD, Lincs, Farmer Great Grimsby Pet
Sept 2 Ord Sept 16
DAND, ROBERT, Somerset, Furniture Remover Bristol
Pet Sept 18 Ord Sept 18
DAVIES & Co, Great St Helen's, Stock Brokers High Court
Pet Aug 15 Ord Sept 16
ELLERY, WILLIAM ALFRED THOMAS, and LEOPOLD GEORGE
ELLERY, Cardiff, Builders Cardiff Pet Sept 16 Ord
Sept 16
EVANS, CHARLES, Steynton, Farmer Pembroke Dock Pet
Sept 6 Ord Sept 17
EVANS, EVAN, Festiniog, Quarryman Blaenau Festiniog
Pet Sept 17 Ord Sept 17
EVANS, FRANK, Pembroke, Farmer Pembroke Dock Pet
Sept 17 Ord Sept 17
EVANS, WILLIAM, Glam, Coal Miner Pontypridd Pet Sept
18 Ord Sept 18
FLYNN, PHILIP MICHAEL, Stoke, Ale Merchant Plymouth
Pet Sept 18 Ord Sept 18
GILBERTSON, GEORGE JACKSON, Saltburn by the Sea, Yorks,
Confectioner Stockton on Tees Pet Sept 17 Ord Sept
17
HALL, ALEXANDER THOMAS, Leicester, Tea Merchant Bir-
mingham Pet Aug 24 Ord Sept 19
HODGKINSON, ROBERT, Hanley, Machine Dealer Hanley
Pet Aug 19 Ord Sept 18
JONES, DAVID, Aberystwyth, Grocer Neath Pet Sept 16 Ord
Sept 16
THE LANTWYD MERTHYR COLLIERY CO, Briton Ferry,
Colliery Proprietors Neath Pet Sept 2 Ord Sept 17

LEWELLIN, EDWARD, Pontypridd, Confectioner Ponty-
pridd Pet Sept 4 Ord Sept 17
LOWE, JOHN, Thorne New Mills, Coal Merchant Stock-
port Pet Aug 29 Ord Sept 16
MAIR, HENRY JAMES, Bootle, Mineral Water Maker Liver-
pool Pet Sept 16 Ord Sept 16
MCLEISH, RODERICK, Upton Park, Engineer High Court
Pet Sept 6 Ord Sept 18
NORRIS, GEORGE, and CHARLES WILLIAM NORRIS, Bolton
Timber Merchants Bolton Pet Sept 16 Ord Sept 16
PARKINSON, JAMES, Manchester, General Dealer Manches-
ter Pet Sept 15 Ord Sept 18
PHILLIPS, SOLOMON, Pontypridd, Clothier Pontypridd Pet
Sept 17 Ord Sept 17
REINHARDT, CHARLES, Piccadilly circus, Foreign Banker
High Court Pet Aug 13 Ord Sept 18
SEAKIN, JOHN, and SAMUEL RODGER, Birmingham,
Basinette Makers Birmingham Pet Sept 12 Ord
Sept 12
SHAKKLETT, BENJAMIN, Penrance, Chemist Truro Pet
Sept 16 Ord Sept 16
SMART, HARRY, Birmingham, Boot Manufacturer Bir-
mingham Pet Sept 4 Ord Sept 18
SMITH, CHARLES FRANCIS EDWARD, Scarborough, Butcher
Scarborough Pet Sept 16 Ord Sept 16
SMITH, JOSEPH, Leicester, Paper Box Maker Leicester
Pet Sept 16 Ord Sept 16
SMITH, EDWARD STUART INGRAM, Leeds, Hotel Keeper
Leeds Pet Sept 17 Ord Sept 17
STEPHENS, WILLIAM, Eardisland, Herefordshire, Shoe-
maker Leominster Pet Sept 16 Ord Sept 19
WALPOLE, DINAH ELIZABETH, Ipswich Ipswich Pet Sept
14 Ord Sept 14
WARD, FREDERICK, Cardiff, Butcher Cardiff Pet Sept 17
ORD Sept 17
WILES, JOHN, Gt Grimsby Gt Grimsby Pet Sept 16 Ord
Sept 16

Amended Notices substituted for those published in the Lon-
don Gazette of the 10th September:—
BARKER, JOHN RICHARD, Martlake, Builder Wandsworth
Pet Aug 14 Ord Sept 5
PERRE, D & W, Battersea Pk rd, Fruit Salesmen
Wandsworth Pet Aug 16 Ord Sept 5

BILLINGTON, WILLIAM, Bromham, Wilts, Farmer Oct 14 Norris & Hancock, Devizes
BIRKIN, RICHARD, Regent's Pk, J F Oct 25 Bohm, Old Jewry
BOWDEN, JAMES, Bramall, nr Stockport, Gent Sept 30 Farns & Co, Stockport
CHERTWYD, MARY EMILY CHARLOTTE MARIA, Burlington gds Oct 31 Foster & Co,
Lincoln's inn fields
CLARK, WILLIAM ANDREW, Gateshead, Provision Merchant Sept 30 Clayton & Gibson
Newcastle upon Tyne
COOK, MICHAEL, Stratton St Margaret, Wilts Oct 25 Withy, New Swindon
CREATON, EDWARD, Pembroke villas, Baywater Esq Oct 31 Clarke & Co, Gresham
House, Old Broad st
DAVENPORT, HENRY, Woodcroft Look, Stafford, Silk Manufacturer Nov 1 Hucker &
Allen, Leek
ENGLISH, WILLIAM, Raneleigh grove, Pimlico, Gent Oct 21 Levy, Surrey st, Strand
EVANS, JANE, Bishop Wearmouth, Durham Oct 31 Bell & Son, Sunderland;
FORREST, BARBARA, Gateshead, Durham Sept 30 Clayton & Gibson, Newcastle upon
Tyne
FOXWELL, PETER, Worcester, Gent Oct 31 Wright & Hannals, Leamington
GREENWOOD, JAMES, York, Yeoman Oct 18 Shaw, Hebden Bridge
HAIGH, MARY ANN, York Oct 5 Scatcherd & Co, Leeds
HARKER, JAMES CUMMING, Liverpool, Steamship Agent Oct 31 Simpson & Co, Liver-
pool
HARPER, WILLIAM, Bradford Oct 18 Robinson & Co, Bradford
HESHERBOTTOM, ELIZA ANNE, Bournemouth Nov 5 Jackson & Co, Rochdale
HETHERINGTON, WALTER FRANCIS SCOTT, Lancaster Oct 21 Hime & Lamb, Laver of
Hills, Frederick, Staines, Gent Oct 22 Horne & Engall, Staines
JOHNSON, EDWARD, Silk Throwster, Flakerton cum Morton, Notts, Gent Nov 5 Stenton
& Metcalfe, Southwell
KEMP, GEORGIANA, West Hampstead Nov 2 Vallance & Vallance, Essex st, Strand
KENNINGTON, EDWARD, Copthorne Burstow, Surrey Oct 21 Seal, Sons, & Groomp,
George st, Mansion House
LANCASTER, THOMAS BUCHANAN, Wavertree, nr Liverpool Oct 30 Gregson & Birbeck
Wilson, Liverpool
LARKIN, the Rev EDMUND ROBERTS, Burton by Lincoln Nov 1 Toyne & Co, Lincoln
LANGWOOD, ELIZABETH SOLE, Cheltenham Dec 25 Drew, Cheltenham
LOCK, ELIZABETH, Northam, Devon, Shopkeeper Oct 19 Rooker & Baseley, Bideford
MACKEARR, SAMUEL, Caythorpe, Lincoln, Mason Oct 15 Jessop & Co, Belford
MCLEAN, THOMAS NELSON, Chelsea, Sculptor Oct 21 Blount & Co, Arundel street,
Strand
MORTON, JAMES WAINWRIGHT, Hastings, Gent Oct 31 Parker & Driffield, Sheffield
RAMUS, Rev CHARLES MEADE, Playden Rectory, Rye, Sussex Oct 31 Bannister & Co,
John st, Bedford row
SMITH, ROBERT, Cropredy, Oxfordshire, Carpenter Oct 31 Bennett, Banbury
SWINGLERHURST, HENRY, Hincaster, Heversham, Westmoreland, Esq Dec 31 Pearson &
Pearson, Kirby Lonsdale
SYKES, JANE, Hull Oct 16 Frankish & Co, Hull
TULLOCH, HUGH WALKER, Fenchurch avenue, E C, Merchant Nov 30 Harwood &
Stephenson, Lombard st
WALLIS, CHARLOTTE, West Norwood Oct 12 Mitchell, Gravesend
WALLIS, THOMAS, Chapel road, West Norwood, Licensed Victualler Oct 12 Mitchell,
Gravesend
WARNER, JAMES WILLIAM, Cromorne rd, Chelsea, Surveyor Oct 18 Warner, Arundel st
Strand
WHITTAKER, GEORGE JOHN, Wavertree, nr Liverpool, Butcher Nov 7 Hore & Co,
Liverpool
WILSON, CHARLES COLLING, Oundle, Northampton, Solicitor Oct 31 Bayley & Co,
Tooley st
WOLSTENHOLME, JOHN FLETCHER, Knaresborough, York, Gent Nov 14 Wallace Gill,
Knaresborough

FIRST MEETINGS.

ANNE, JOHN EDWARD, Leeds, Fruit Merchant Sept 30 at
12 Off Rec, 22, Park row, Leeds
BANKS, JOHN, Bolton, Engineer Sept 27 at 11 16, Wood
st, Bolton
BEELEY, EMMA MARY, Manchester Sept 27 at 3 Ogden's
chambs, Bridge st, Manchester
BIGHAM, HENRY, Chesham, Mon, Baker Sept 27 at 11.30
Off Rec, Gloucester Bank chambers, Newport, Mon
BROWN, ALBERT HENRY, Bristol, Boot Manufacturer Oct
2 at 12.30 Off Rec, Bank chambers, Corn st, Bristol
COLE, HENRY JAMES, Dorsetshire, Cabinet Maker Sept 27
at 12.30 Challis's Hotel, Rupert st, London
FAIRALL, ALBERT, Surrey, Corn Merchant Sept 30 at
11.30 24, Railway app, London Bridge
GRIMSHAW, WALTER, Rochdale, Painter Sept 27 at 11
Townhall, Rochdale
HEARD, JOHN ERNEST, Victoria pk, Baker's Manager Sept
30 at 11 Bankruptcy bldgs, Carey st
HOPKINS, THOMAS, Newport, Mon, Newsagent Sept 27 at
11 Off Rec, Gloucester Bank chambers, Newport, Mon
HYMAN, ISRAEL, Jermyn st, Club Proprietor Sept 27 at 12
Bankruptcy bldgs, Carey st
INGRAM, MARK, Northumberland, Painter Oct 2 at 11.30
Off Rec, Fink lane, Newcastle on Tyne
JONES, ROBERT, Aberystwyth, Carnarvonshire, Labourer Oct
2 at 11.45 Police Court, Fortmadoc
KEVELL, CHARLES, Stalbridge, Dorsetshire, Coal Merchant
Sept 25 at 11.50 Off Rec, Salisbury
LEE, HERBERT SPENCER, Upper Bedford pl, Bedford sq,
Author Sept 30 at 12 Bankruptcy bldgs, Carey
street
LUCAS, THOMAS, Bristol, Contractor Oct 2 at 11.30 Off
Rec, Bank chambers, Corn st, Bristol
NORRIS, GEORGE, and CHARLES WILLIAM NORRIS, Bolton,
Timber Merchants Sept 30 at 3 16, Wood street,
Bolton
RATCLIFF, DANIEL ROWLSON, Haselbourne Oct 1 at 3
Senior Off Rec, 24, Railway app, London Bridge
SHERWOOD, FRANCIS, Stockton on Tees, Insurance Agent
Oct 2 at 3 Off Rec, 8, Albert rd, Middlesbrough
SMITH, JOSEPH, Leicester, Paper Box Maker Sept 27 at
12.30 Off Rec, 1, Berridge st, Leicester
SMITH, ARTHUR VICKERS, Kingston upon Hull, Tobaccoist
Sept 27 at 11 Off Rec, Trinity House lane, Hull
SOMERS, LEWIS JOHN, Willenden Green, Commission Agent
Sept 27 at 11 Bankruptcy bldgs, Carey st

WILLIAMS, JOHN THOMAS, and DAVID WILLIAMS, Leeds, Fruit Merchants Sept 30 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ADAMS, WILLIAM, Liddington, Farmer Swindon Pet Sept 19 Ord Sept 18
 ARMSTRONG, WILLIAM JAMES, Warkworth, Northumberland, late Innkeeper Newcastle on Tyne Pet Aug 9 Ord Sept 17
 BAKER, JOHN, Gt Lever, Engineer Bolton Pet Sept 11 Ord Sept 14
 BARROW, JOHN, Dunstable, Grocer Luton Pet July 29 Ord Sept 17
 BIRD, FREDERICK AUGUSTUS, Yardley Birmingham Pet July 29 Ord Sept 16
 BRIDLEY, JAMES, Smallthorne, Staffs, Grocer Hanley Pet Sept 16 Ord Sept 16
 CARPENTER, FREDERICK, Folkestone, Builder Canterbury Pet Aug 16 Ord Sept 16
 CLARKE, GEORGE, Oldham, Grocer Oldham Pet Sept 19 Ord Sept 18
 DAVIS, JOHN, and CHARLES BOSWORTH, Birmingham, Builders Birmingham Pet Sept 6 Ord Sept 16
 DUGDALE, GEORGE, Boscombe, Coal Merchant Poole Pet Sept 9 Ord Sept 14
 ASST. SAMUEL BATEMAN, Ramsgate, Hotel Manager Canterbury Pet Aug 1 Ord Sept 16
 ELLERY, WILLIAM ALFRED THOMAS, and LEOPOLD GEORGE ELLERY, Cardiff, Builders Cardiff Pet Sept 16 Ord Sept 16
 EMPRINGHAM, EMILY, Scarborough, Lodging house Keeper Scarborough Pet Sept 6 Ord Sept 16
 EVANS, EVAN, Blaenau Ffestiniog, Quarryman Blaenau Ffestiniog Pet Sept 17 Ord Sept 17
 EVANS, WILLIAM, Pwysgell, Glam, Coal Miner Pontypridd Pet Sept 18 Ord Sept 18
 FLYNN, PHILIP MICHAEL, Devonport, Beer Merchant Plymouth Pet Sept 18 Ord Sept 18
 FROST, HENRY HARVEY, STEER, HARRY ADAMS, and ARTHUR WOOTTON, Islington, Cycle Manufacturers High Court Pet Aug 10 Ord Sept 17
 GOLDMAN, JOSEPH, Birmingham, Tailor Birmingham Pet Sept 9 Ord Sept 16
 HALL, ALEXANDER THOMAS, Leicester, Tea Merchant Birmingham Pet Aug 24 Ord Sept 13
 JONES, DAVID, Aberystwyth, Glam, Grocer Neath Pet Sept 16 Ord Sept 16
 KOKOCINSKI, LEON, Notting Hill, Optician High Court Pet Aug 30 Ord Sept 17
 LUCAS, THOMAS, Bristol, Contractor Bristol Pet Sept 12 Ord Sept 17
 NORRIS, GEORGE, and CHARLES WILLIAM NORRIS, Bolton, Timber Merchants Bolton Pet Sept 16 Ord Sept 16
 PARKINSON, JAMES, Manchester, General Dealer Manchester Pet Sept 18 Ord Sept 18
 PHILLIPS, SOLOMON, Newport, Mon, Clothier Pontypridd Pet Sept 17 Ord Sept 17
 RISHWORTH, HENRY, Boston Spa, Farmer York Pet Aug 28 Ord Sept 17
 ROBINSON, FREDERICK, Sheffield, Lamp Dealer Sheffield Pet Sept 9 Ord Sept 18
 SMITH, CHARLES FRANCIS EDWARD, Scarborough, Butcher Scarborough Pet Sept 16 Ord Sept 16
 SMITH, JOSEPH, Leicester, Paper Box Maker Leicester Pet Sept 16 Ord Sept 16
 SMITH, EDWARD STUART INGRAM, New Wortley, Hotel Keeper Leeds Pet Sept 17 Ord Sept 17
 STEPHENS, WILLIAM, Eardisland, Shoemaker Leominster Pet Sept 16 Ord Sept 16
 WALFORD, DIANA ELIZABETH, Ipswich Ipswich Pet Sept 14 Ord Sept 14
 WILDE, JON THOMAS, Loxley, Butcher Sheffield Pet Sept 9 Ord Sept 16
 WILES, JOHN, Great Grimsby Great Grimsby Pet Sept 16 Ord Sept 16

London Gazette.—TUESDAY, Sept. 24.

RECEIVING ORDERS.

BAGSHAW, RICHARD, and WILLIAM HENRY BAGSHAW, Kettering, Fishmongers Northampton Pet Sept 19 Ord Sept 19
 BELLAMY, THOMAS HENRY, Ross, Engineer Hereford Pet Sept 19 Ord Sept 19
 BELL, FRANCIS WILLIAM, Northwich, Grocer Nantwich Pet Sept 9 Ord Sept 30
 BLAKEMAN, LEO ANNE, Worcestershire, Baker Worcester Pet Sept 19 Ord Sept 19
 BURTON, MARRIAGE, Llandrindod, Tailor Newtown Pet Sept 30 Ord Sept 20
 BUTCHER, WILLIAM, Stroud, Glos, Upholsterer Gloucester Pet Sept 21 Ord Sept 21
 CHAPPEL, HIND, Burnley Burnley Pet Sept 21 Ord Sept 21
 COOPER, WALTER, Doncaster, Ropemaker Sheffield Pet Sept 19 Ord Sept 19
 COX, LEONARD, Rodborough, Glos, Builder Gloucester Pet Sept 21 Ord Sept 21
 DREW, FREDERICK, Sheerness on Sea, Watchmaker Rochester Pet Sept 2 Ord Sept 19
 EDMUNDS, BENJAMIN, Mon, Grocer Tredegar Pet Sept 30 Ord Sept 20
 ELLIS, HENRY, Plaistow, Builder High Court Pet Sept 5 Ord Sept 30
 HEDLEY, BERNARD, Devon, Draper Exeter Pet Sept 30 Ord Sept 30
 HUGHES, GEORGE, Glos, House Furnisher Cheltenham Pet Sept 30 Ord Sept 30
 KAYE, ARTHUR EDWARD LINDSAY, Staffs, Schoolmaster Stafford Pet Sept 30 Ord Sept 30
 MARGERY, TOM, and JAMES TOWNSHEND, Westminster Bridge rd, Builders High Court Pet Sept 21 Ord Sept 21
 MCINNIS, JOHN, Milton, Hants, Builder Southampton Pet Aug 30 Ord Sept 30
 PEARSON, EMMA, Sheffield, Furniture Dealer Sheffield Pet Sept 30 Ord Sept 30
 READ, JOHN, Haminster, Dairyman Taunton Pet Sept 21 Ord Sept 21

SINCLAIR, HARRY EDWARD GEORGE, Herts, Fruiterer Barnet Pet Sept 30 Ord Sept 30
 SMITH, ADOLPHUS CHARLES, Glos, Dyer Gloucester Pet Sept 21 Ord Sept 21
 STONE, CHARLES ARTHUR GEORGE, Southampton, Corn Merchant Southampton Pet Sept 19 Ord Sept 19
 VALE, GEORGE, Cardiff, Fruit Merchant Cardiff Pet Sept 19 Ord Sept 19
 VINE, GEORGE, Leeds Leeds Pet Sept 20 Ord Sept 20
 WILLIAMS, AMELIA, St Asaph, Innkeeper Bangor Pet Sept 20 Ord Sept 20
 WILSON, ARTHUR HOWDEN, Halifax, Coal Merchant's Manager Halifax Pet Sept 3 Ord Sept 18
 WING, VALENTINE, St James's, Yacht Agent High Court Pet Aug 26 Ord Sept 19

Amended notice substituted for that published in the London Gazette of Sept 3:—
 LARKINS, WILLIAM ROBERTSON, Bromley, Gent Croydon Pet June 19 Ord Aug 29

Amended Notice substituted for that published in the London Gazette of Sept 6:—
 BORTHWICK, WILLIAM, Broughton, Lancs, Bricklayer Salford Pet Sept 4 Ord Sept 4

FIRST MEETINGS.

BARNES, FRANCIS KEEPING, Pamphill, Farmer Oct 2 at 11.30 King's Head Hotel, Wimbome
 BARNETT, DAVID, Swansea, House Furnisher Oct 2 at 12 Off Rec, 21, Alexandra rd, Swansea
 BARNES, JOHN RICHARD, Mordlake, Builder Oct 2 at 12 24, Railway apt, London Bridge
 BORTHWICK, WILLIAM, Lower Broughton, Bricklayer Oct 2 at 3 Ogden's chmbrs, Bridge st, Manchester
 BRADFORD, HENRY, Yalding, Licensed Victualler Oct 16 at 11.15 Off Rec, Week st, Maidstone
 BROWNING, FRANK, Seething lane, Coal Agent Oct 3 at 12 Bankruptcy bldgs, Carey st
 COOK, HERBERT GARELAND, Upper Tooting, House Agent Oct 1 at 11.30 24, Railway apt, London Bridge
 DANDO, ROBERT, Tottenham, Furniture Remover Oct 2 at 1 Off Rec, Bank chmbrs, Corn st, Bristol
 DAVIES & CO, Great St Helen's, Stockbrokers Oct 3 at 11 Bankruptcy bldgs, Carey st
 DAVIS, JOHN, and CHARLES BOSWORTH, Birmingham, Builders Sept 4 at 11 23, Colmore row, Birmingham
 DEATH, H L, South Kensington, Butcher Oct 2 at 12 Bankruptcy bldgs, Carey st
 DREW, FREDERICK, Sheerness on Sea, Watchmaker Oct 10 at 11.30 Off Rec, 149, High st, Rochester
 DUGDALE, GEORGE, Boscombe, Coal Merchant Oct 1 at 12.30 Off Rec, Salisbury
 FROST, HENRY HARVEY, HARRY ADAMS STEER, and ARTHUR WOOTTON, Islington, Cycle Manufacturers Oct 1 at 11 Bankruptcy bldgs, Carey st
 GOLDMAN, JOSEPH, Birmingham, Tailor Oct 2 at 11 23, Colmore row, Birmingham
 HAWKINS, FREDERICK JAMES, Aldershot, Butcher Oct 1 at 2.30 Royal Hotel, Aldershot
 HOSSACK, ALFRED, Wimbledon, Builder Oct 2 at 11.30 24, Railway apt, London Bridge
 LOWE, JOHN, Thornsett, New Mills, Derbyshire Coal Merchant Oct 1 at 11.30 Off Rec, County chmbrs, Market pl, Stockport
 MCINNES, JOHN, Milton, on Lymington, Builder Oct 4 at 3.30 Off Rec, 4, East st, Southampton
 MCINTOSH, RODERICK, Upton Park, Essex, Engineer Oct 2 at 11 Bankruptcy bldgs, Carey st
 NELSON, HERBERT JAMES, Heigham, Norwich, Commission Agent Oct 5 at 12 Off Rec, 8, King st, Norwich
 RACKHAM, EDWARD CLEMENT, Gorleston, Norfolk Florist Oct 5 at 12.30 Off Rec, 8, King st, Norwich
 RATCLIFFE, JOHN JOSEPH, Luton, Painter Oct 2 at 12 Off Rec, St Paul's sq, Bedford
 REINHARDT, CHARLES W, Coventry st, Piccadilly circus, Foreign Banker Oct 2 at 2.30 Bankruptcy bldgs, Carey st
 ROBINS, THOMAS, Hemel Hempstead, Farmer Oct 1 at 3 Off Rec, 95, Temple chmbrs, Temple avenue
 SEAMAN, JOHN, and SAMUEL RODGERS, Aston juxta Birmingham, Bassinette Makers Oct 3 at 11 23, Colmore row, Birmingham
 SMALLWOOD, THOMAS EDWARD, Gateshead, Importer Oct 14 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
 SMITH, CHARLES FRANCIS EDWARD, Scarborough, Butcher Oct 2 at 11 Off Rec, 74, Newborough st, Scarborough
 STONE, CHARLES ARTHUR GEORGE, Ithen, Southampton, Corn Merchant Oct 4 at 3 Off Rec, 4, East st, Southampton

TAYLOR, SAMUEL ARTHUR, Bridlington Quay, Yorks, Cabinet Maker Oct 1 at 11 Off Rec, 74, Newborough st, Scarborough
 THOMAS, ALEXANDER, Kingston upon Hull, Engineer Oct 2 at 11 Off Rec, Trinity House lane, Hull
 WHATMOUGH, DOCTOR JOSEPH, Oldham, Hosier Oct 2 at 3 Off Rec, Bath chmbrs, Queen st, Oldham
 WILKINSON, JOHN PRESTON RICKETT, Oldham, Cabinet Maker Oct 1 at 11 Off Rec, Bank chmbrs, Queen st, Oldham
 WILSON, ARTHUR HOWDEN, Halifax, Coal Merchant's Manager Oct 3 at 11 Off Rec, Townhall chmbrs, Halifax

ADJUDICATIONS.

BAGSHAW, RICHARD, and WILLIAM HENRY BAGSHAW, Kettering, Fishmongers Northampton Pet Sept 19 Ord Sept 19
 BARRETT, HARRY EDWARD, and CHARLES FRANK BARRETT, Grosvenor sq, Bookellers High Court Pet Sept 3 Ord Sept 30
 BELL, HARRY, Balby, on Doncaster, Boot Manufacturer Sheffield Pet Aug 12 Ord Sept 19
 BELLAMY, THOMAS HENRY, Ross, Herefordshire, Engineer Hereford Pet Sept 19 Ord Sept 19
 BLAKEMAN, LEO ANNE, Eveham, Baker Worcester Pet Sept 19 Ord Sept 19
 BUTCHER, WILLIAM, Stroud, Glos, Upholsterer Gloucester Pet Sept 21 Ord Sept 21

CHAPPEL, HIND, Burnley Burnley Pet Sept 21 Ord Sept 21
 COOPER, WALTER, Doncaster, Ropemaker Sheffield Pet Sept 19 Ord Sept 19
 COX, LEONARD, Rodborough, Builder Gloucester Pet Sept 21 Ord Sept 21
 DREW, FREDERICK, Sheerness on Sea, Watchmaker Rochester Pet Sept 2 Ord Sept 19
 ECKERSLEY, WILLIAM, Westminster, Railway Contractor High Court Pet April 18 Ord Sept 21
 EDMUNDS, BENJAMIN, Blackwood, Grocer Tredegar Pet Sept 30 Ord Sept 20
 GILBERTSON, JOHN JAMES, York, Printer York Pet Sept 4 Ord Sept 19
 HUGHES, GEORGE, Cheltenham, Glos, House Furnisher Cheltenham Pet Sept 20 Ord Sept 20
 HURRY, Captain A W, Fetter lane High Court Pet Feb 8 Ord Sept 20
 HYMAN, ISAAC, Jermyn st, Club Proprietor High Court Pet July 18 Ord Sept 20
 IRONS, JAMES PROVAN, Basinghall at High Court Pet Aug 8 Ord Sept 19
 KAYE, ARTHUR EDWARD LINDSAY, Stone, Staffs, Schoolmaster Stafford Pet Sept 30 Ord Sept 30
 LEWIS, WILLIAM JAMES, Pontypool, Mon, Licensed Victualler Newport Pet Aug 26 Ord Sept 21
 MCINTOSH, RODERICK, Essex, Engineer High Court Pet Sept 6 Ord Sept 20
 MILLET, WILLIAM E, Finsbury pvtmt, Auctioneer High Court Pet July 30 Ord Sept 21
 PEARSON, EMMA, Sheffield, Furniture Dealer Sheffield Pet Sept 30 Ord Sept 30
 POLLITZER, FELIX, and FRANK E DIXON, Holborn circus, Merchants High Court Pet June 5 Ord Sept 19
 READ, JOHN, Haminster, Dairyman Taunton Pet Sept 21 Ord Sept 21
 SEAMAN, JOHN, and SAMUEL RODGERS, Aston juxta Birmingham, Bassinette Makers Birmingham Pet Sept 18 Ord Sept 18
 SHAW, WILLIAM, Huddersfield, Shipping Merchant Huddersfield Pet Aug 23 Ord Sept 18
 SKIPPER, CHARLES, Covent grda High Court Pet May 6 Ord Sept 21
 SMITH, ADOLPHUS CHARLES, Glos, Dyer Gloucester Pet Sept 21 Ord Sept 21
 STONE, CHARLES ARTHUR GEORGE, Ithen, Southampton, Corn Merchant Southampton Pet Sept 19 Ord Sept 19
 VALE, GEORGE, Cardiff, Fruit Merchant Cardiff Pet Sept 19 Ord Sept 19
 VALIQUET, RAYMOND PETER, Westminster Bridge rd High Court Pet July 9 Ord Sept 19
 VINE, GEORGE, Leeds Leeds Pet Sept 20 Ord Sept 20
 WILLIAMS, AMELIA, St Asaph, Innkeeper Bangor Pet Sept 20 Ord Sept 20
 WINTER, Capt NOEL NORCOTT, St James's High Court Pet July 15 Ord Sept 19

Amended notice substituted for that published in the London Gazette of Sept 13:—
 BORTHWICK, WILLIAM, Lancs, Bricklayer Salford Pet Sept 4 Ord Sept 4

SALES OF ENSUING WEEK.

Oct. 3.—Messrs. H. E. FOSTER & CHANFIELD, at the Mart, at 2, Reversons, Life Policies, &c. (see advertisement this week, p. 4).
 Oct. 4.—Messrs. MADDOX, SON, & GREEN, at the Mart, at 2, Fenchold and Leasehold Properties (see advertisement Sept. 21, p. 4).

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

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MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of Judicial Bench, Corporation of London, &c.

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ESTABLISHED 1860.

94, CHANCERY LANE, LONDON.

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